

**PARTICIPATING ADDENDUM  
for Sourcewell/(Lead Agency)  
Contract 020221-SAM  
Between Samsara and State of Iowa**

**1.1 Scope**

This participating addendum covers the contract 020221-SAM led by Sourcewell for Fleet Management and Smart Cities for use by state agencies and other governmental entities located in the State of Iowa authorized by State of Iowa statutes to utilize State contracts with the prior approval of the State of Iowa - Chief Procurement Officer. The Contract, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. Issues of interpretation and eligibility for participation are solely within the authority of the State of Iowa - Chief Procurement Officer.

**1.2 Participation**

Use of specific cooperative contracts by agencies, political subdivisions, and other entities (including cooperatives) authorized by State of Iowa statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

**1.3 Order of Precedence**

1. The State of Iowa Participating Addendum, including Attachment 2 – Samsara's Master License and Services Agreement ("Terms of Service") ("PA"); and
2. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
3. The Lead Agency's Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the PA as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**1.4 Terms**

The Agency is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

**1.5 Modifications or Additions to the Contract**

#### **1.5.1 Reports**

The Contractor shall submit quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

#### **1.5.2 Pricing**

Contractor's stated prices on the Sourcewell website shall be discounted using the discounts and price lists approved and agreed to with the Contractor's Pricing List. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons. Minimum discounts listed in pricelist must be held firm for the duration of the Contract's term. Agencies shall be allowed to negotiate further discounting for large volume purchases.

#### **1.5.3 Invoicing**

For the duration of the contract, all product pricing shown on invoices submitted to the State shall:

- Not fall short of the discounts quoted on the Pricing List.
- Items covered under this contract are FOB Origin and shipping charges, if any, shall be included on an invoice, including when the Agency has ordered expedited shipment. For expedited shipment, Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
- Be verifiable against the manufacturer's then current retail price list.

#### **1.5.4 Administrative Fee**

Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa – DAS/Central Procurement  
Attention: DAS – CPFSE COO  
1305 E. Walnut St.  
Des Moines, IA 50319

#### **1.5.5 Payment Terms**

Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

#### **1.5.6 Terms and Conditions**

The terms and conditions found in Attachment 1 and Attachment 2 shall govern this Participating Addendum.

## 1.6 Orders

Any Order placed by an entity ordering under this Participating Addendum for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

## 1.7 Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

### Contractor

Name	Adam Eltoukhy
Address	1 De Haro Street, San Francisco, CA 94107
Telephone	(415) 985-2400
E-mail	legalnotices@samsara.com

### State of Iowa



Name	David Kupid
Address	1305 East Walnut Street, Des Moines, IA 50319
Telephone	515-745-2796
E-mail	<a href="mailto:David.kupid@iowa.gov">David.kupid@iowa.gov</a>

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

## 1.8 Entire Agreement

This Participating Addendum and the Contract (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor	State of Iowa
By:  <small>Adam Eltoukhy (Jun 22, 2023 10:21 PDT)</small>	By:  <small>David Kupid (Jun 22, 2023 12:22 CDT)</small>
Name: Adam Eltoukhy	Name: David Kupid
Title: EVP- Chief Legal Officer	Title: Purchasing Agent III
Date: Jun 22, 2023	Date: Jun 22, 2023

**ATTACHMENT 1**  
**ADDITIONAL TERMS AND CONDITIONS**

**1.1 Definitions**

The following words shall be defined as set forth below:

**“Bid Proposal”** means the Contractor’s quote, bid, or proposal submitted in response to the Competitive Bidding Document.

**“Competitive Bidding Document”** means the Request for Proposals, Request for Bids, or Request for Quotation (and any addenda thereto) identified in the Contract that was issued to solicit the goods.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the State and the Contractor and includes the signed Contract, the Special Terms, these General Terms for Goods Contracts, any Special Contract Attachments, any signed certifications, and all other attachments to the Contract.

**“Contractor”** means the provider of the goods under the Contract.

**“Product”** refers to any other products, goods, materials or items that are ordered, delivered, installed, licensed, performed, provided, or otherwise made available, under or through this Contract or Order. The term “Product” includes all related, provided, or supplied Documentation, updates, source code, upgrades, and enhancements. Goods as referred to herein, refer to Contractor’s hardware devices, such as gateways, cameras, sensors, controllers, vision systems, and accessories that State has purchased.

**“Purchase Instrument”** means the documentation issued by the State to the Contractor or the Contractor to the State for a purchase of goods in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Contractor’s forms or invoices shall be null and void, except to the extent contained in Exhibit C of Attachment 2 to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Contract attachment entitled “Special Terms” that contains terms specific to this Contract, including but not limited to any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms and Conditions for Goods Contracts and the Special Terms, the Special Terms shall prevail.

**“State”** means the State of Iowa, the state agency identified on the Contract, and all state agencies, boards, and commissions, and any political subdivisions making purchases off of this Contract as permitted by the Competitive Bidding Document.

**1.2 Availability of Contract to Other Entities**

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the Competitive Bidding Document.

### **1.3 Duration of Contract**

The term of the Contract shall begin and end on the dates specified on the Contract, unless extended or terminated earlier in accordance with the applicable terms and conditions.

### **1.4 Description of Goods**

#### **1.4.1 Specifications in Competitive Bidding Documents**

The Contractor shall provide goods that comply with the specifications contained in the Competitive Bidding Document identified by bid number in the Contract.

#### **1.4.2 Product Shipment and Delivery**

All products shall be shipped F.O.B. Origin. For the avoidance of doubt, Contractor shall repair or replace lost or damaged products during shipment at no cost to the State. Destination shall be the location(s) specified in the Purchase Instrument. Contractor bears all risk of loss during shipment of goods. The Contractor shall properly package goods. The State will not accept noticeably damaged goods. The State reserves the right to inspect the goods and Contractor shall replace any damaged or defective goods in accordance with its hardware warranty within Attachment 2. If the State discovers damaged or defective goods not readily apparent at the time of delivery, the State shall have the right to return goods at no cost to the State, regardless of when the damage or defect is discovered, and in accordance with Contractor's hardware warranty within Attachment 2 below.

#### **1.4.3 Non-Exclusive Rights**

The Contract is not exclusive. The State reserve the right to select other contractors to provide goods similar or identical to goods described in the Contract during the term of the Contract.

#### **1.4.4 No Minimums Guaranteed**

The Contract does not guarantee any minimum level of purchases.

### **1.5 Compensation**

#### **1.5.1 Pricing**

The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in the Special Terms.

The Contractor shall submit, on the frequency established on the Contract an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with [Iowa Code 8A.514](#). The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

**1.5.2 Billings**

The Contractor shall submit, on a regular basis an invoice for goods supplied to the State under the Contract at the billing address specified in the Purchase Instrument. The invoice shall comply with all applicable rules concerning payment of such claims. The State shall verify the Contractor's performance of the services outlined in the invoice before making payment. The State shall pay all approved invoices in arrears and in accordance with applicable provisions of Iowa law.

**1.5.3 Delay of Payment Due to Contractor's Failure**

If the State determines that the Contractor has failed to perform or deliver any good as required by the Contract, the Contractor shall not be entitled to any compensation under the Contracts until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation which represents payment for goods that were not delivered.

**1.5.4 Setoff Against Sums Owed by the Contractor**

In the event that the Contractor owes the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

**1.6 Termination**

**1.6.1 Immediate Termination by the State**

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

**1.6.1.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

**1.6.1.2** The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;

**1.6.1.3** The Contractor fails to comply with confidentiality laws or provisions;

**1.6.1.4** The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

### **1.6.2 Termination for Cause**

The occurrence of any one or more of the following events shall constitute cause for the State to declare the Contractor in default of its obligations under its Contract.

- 1.6.2.1** The Contractor fails to deliver or has delivered nonconforming goods or fails to perform, to the State's satisfaction, any material requirement of its Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- 1.6.2.2** The State determines that satisfactory performance of its Contract is substantially endangered or that a default is likely to occur;
- 1.6.2.3** The Contractor fails to make substantial and timely progress toward performance of the Base and/or Subsequent Contracts;
- 1.6.2.4** The Contractor becomes subject to any bankruptcy or insolvency proceeding under bankruptcy laws; the Contractor terminates or suspends its business; or the State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- 1.6.2.5** The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- 1.6.2.6** The Contractor has engaged in conduct that has or may expose the State or the State to liability, as determined in the State's sole discretion; or
- 1.6.2.7** The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the State, or a third party.

### **1.6.3 Notice of Default**

If there is a default event caused by the Contractor, the State shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice to the Contractor, which shall be no less than ten (10) business days. If the breach or noncompliance is not remedied by the date of the written notice, the State may:

- 1.6.3.1** Immediately terminate its Contract without additional written notice; and/or,
- 1.6.3.2** Procure substitute goods from another source without unreasonable delay and charge the reasonable difference between the current contract and the substitute contract to the defaulting Contractor; and/or,
- 1.6.3.3** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**1.6.4 Termination Upon Notice**  
[Reserved].

**1.6.5 Termination Due to Lack of Funds or Change in Law**

The State shall have the right to terminate its Contract without penalty by giving 30 days' written notice to the Contractor as a result of any of the following:

**1.6.5.1** Adequate funds are not appropriated or granted to allow the State to operate as required and to fulfill its obligations under the Contract;

**1.6.5.2** Funds are de-appropriated or not allocated or if funds needed by the State, at the State's sole discretion, are insufficient for any reason;

**1.6.5.3** The State's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State;

**1.6.5.4** The State's duties are substantially modified.

**1.6.6 Remedies of the Contractor in Event of Termination by the State**

In the event of termination of the Contract for any reason by the State, the State shall pay amounts, if any, due and owing to the Contractor for goods actually rendered up to and including the date of termination of the Contract and for which the State is obligated to pay pursuant to its Contract or Purchase Instrument. Payment will be made only upon submission of invoices and federal or state law to the extent allowed by applicable federal or state law including proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Contract in the event of termination. The State shall not be liable for any of the following costs:

**1.6.6.1** The payment of unemployment compensation to the Contractor's employees;

**1.6.6.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**1.6.6.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

**1.6.6.4** Any taxes that may be owed by the Contractor in connection with the performance of the Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

**1.6.7 The Contractor's Termination Duties**

Upon receipt of notice of termination or upon request of the State, the Contractor shall:

**1.6.7.1** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, if applicable,



within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State may require.

- 1.6.7.2** Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor.
- 1.6.7.3** Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
- 1.6.7.4** Cooperate in good faith with the State, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Contractor.

## **1.7 Confidential Information**

### **1.7.1 Access to Confidential Data**

The Contractor's employees, agents, and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information:

- 1.7.1.1** The Contractor, upon request, shall provide to the State a written description of its policies and procedures to safeguard confidential information;
- 1.7.1.2** Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- 1.7.1.3** The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- 1.7.1.4** The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

### **1.7.2 Ownership**

The private or confidential data shall remain the property of the State at all times.

### **1.7.3 No Dissemination of Confidential Data**

No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to, or reports, analysis, and alerts generated or created by the Contractor from

such data shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.

**1.7.4 Subpoena**

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State or the State in any lawful effort to protect the confidential information.

**1.7.5 Reporting of Unauthorized Disclosure**

The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

**1.7.6** If Contractor requests confidential treatment with respect to any information or material contained within its Bid Proposal and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor may, at its sole expense, appear in the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Agency may release the information or material with or without advance notice to Contractor if no judicial or administrative proceeding is initiated and Agency determines the information or material is not confidential under Iowa or other applicable law, or if Contractor failed to properly request confidential treatment under the RFP, or if Contractor rescinds its request for confidential treatment.

**1.7.7 Survives Termination**

The Contractor's confidentiality obligation under the Contract shall survive termination of the Contracts.

**1.8 Indemnification**

**1.8.1** The Contractor agrees to indemnify and hold harmless the State of Iowa, and, its officers, employees, volunteers and agents (collectively the indemnified parties) from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the indemnified parties, arising from a third party claim related to or arising from:

**1.8.1.1** Any material breach of the Contract;

**1.8.1.2** Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor in performance of their obligations under this Contract; or

**1.8.1.3** Subject to 1.11.4, any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right by Contractor's Products.

**1.8.2 Survives Termination**

The indemnification obligation of the Contractor shall survive termination of the Contract.

**1.9 Insurance**

**1.9.1 Insurance Requirements**

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based (excluding Professional Liability) and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the purchasing agency shall be named as additional insureds or loss payees (excluding Professional Liability), or the Contractor shall obtain an endorsement to the same effect, as applicable.

**1.9.2 Types and Amounts of Insurance Required**

Unless otherwise requested by the State in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified on the Contract for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

**1.9.3 Certificates of Coverage**

All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the State. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the State upon execution of this Contract. The certificates shall be subject to approval by the State. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the State. Approval of the insurance certificates by the State shall not relieve the Contractor of any obligation under this Contract.

**1.9.4 Waiver of Subrogation Rights (Excluding Professional Liability)**

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

**1.10 Warranties**

**1.10.1 Construction of Warranties Expressed in the Contract with Warranties Implied by Law**

All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Bid Proposal, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law. The provisions of this Section apply during the term of the Contract and any extensions or renewals thereof.

**1.10.2 Warranty – Nonconforming Goods**

All goods delivered by Contractor to the State shall be free from any material defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense, in accordance with Contractor's hardware warranty attached as Attachment 2. Payment for goods shall not constitute acceptance. Acceptance by the state shall not relieve the Contractor of its warranty or any other obligation under the Contract.

**1.10.3 Compliance with Federal Safety Acts**

To the extent applicable, Contractor warrants and guarantees to the State that the goods provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget 2 CFR part 200 and the Anti-Kickback Act of 1986.

**1.10.4 Concepts, Materials, and Goods Produced Indemnification**

The Contractor will indemnify; defend (or settle), and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State ("Claim"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, charged to, or recoverable from the State, to the extent such Claim arises out of or relates to an allegation that Contractor's Products or any part thereof infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Contractor's obligations under this section are contingent upon: (a) State providing Contractor with prompt written notice of such Claim, provided that failure to give or delay in giving such notice shall not relieve Contractor of any liability it may have to the State except to the extent that Contractor demonstrates that the defense of the Claim is prejudiced thereby; (b) State providing reasonable cooperation to Contractor, at Contractor's expense, in the defense and settlement of such Claim; and (c) Contractor having sole authority to defend or settle such Claim; provided, however, that (i) the State may defend or respond to a Claim, at Contractor's expense, if the State's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against the State; and, (ii) the State shall have the right, at its own expense, to monitor Contractor's defense of a Claim ("collectively, "Indemnification Requirements"). In the event that

Contractor's right to provide the Products is enjoined and such injunction is not dissolved within thirty (30) days, or in the event that Contractor is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of Contractor's Products, then Contractor shall, at its expense, obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, Contractor shall reimburse to the State any fees and the full cost associated with any transition. Contractor will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Contractor or a party acting on Contractor's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not anticipated by or recommended by Contractor; (c) Contractor's compliance with any designs, specifications or plans provided by State; or (d) State's use of the Products other than in accordance with this Agreement or any Documentation.

**1.10.5 Conformity with Contractual Requirements**

The Contractor represents and warrants that the goods provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

**1.10.6 Authority to Enter into Contract**

The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

**1.10.7 Obligations Owed to Third Parties**

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

**1.10.8 Title to Property**

The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

**1.10.9 Industry Standards**

The Contractor represents and expressly warrants that all aspects of the goods provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

**1.10.10 Data Processing Warranty**

[Reserved].

### **1.11 Product Recall**

In the event that any of the goods are found by the Contractor, or any governmental agency or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

### **1.12 Contract Administration**

#### **1.12.1 Incorporation of Documents**

The parties acknowledge that the Contract consists of these contract terms and conditions as well as the Competitive Bidding Document and the Bid Proposal. The Competitive Bidding Document and the Contractor's Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by a Contractor to the Competitive Bidding Document requirements shall be incorporated by reference into the Contract unless the State has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the Competitive Bidding Document and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Competitive Bidding Document; (3) the Bid Proposal.

#### **1.12.2 Intent of References to Competitive Bidding Documents**

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the Competitive Bidding Document and the Contractor's Bid Proposal. The failure of the parties to make reference to the terms of the Competitive Bidding Document or the Contractor's Bid Proposal in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Competitive Bidding Document and the Contractor's Bid Proposal. The contractual obligations of the State cannot be implied from the Contractor's Bid Proposal.

#### **1.12.3 Compliance with the Law; Nondiscrimination in Employment**

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.13.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**1.12.4 Amendments**

The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by the parties.

**1.12.5 Third-Party Beneficiaries**

There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State and the Contractor.

**1.12.6 Choice of Law and Forum**

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court for the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the State.

**1.12.7 Assignment and Delegation**

The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**1.12.8 Use of Third Parties**

The State acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor obligations under the Contract. All subcontracts shall be subject to prior approval by the State. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all goods delivered under the Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State. The State shall have the right to request the removal of a subcontractor from the Contract for good cause. For the avoidance of doubt, this Section only applies to third parties / subcontractors who have been specifically awarded a portion of the Contract by Contractor.

**1.12.9 Integration**

The Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.

**1.12.10 Headings or Captions**

The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**1.12.11 Not a Joint Venture**

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and acting toward the mutual benefits expected to be derived herefrom. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**1.12.12 Joint and Several Liability**

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

**1.12.13 Supersedes Former Contracts or Agreements**

Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State and the Contractor for the goods provided in connection with the Contract.

**1.12.14 Waiver**

Except as specifically provided for in a waiver signed by duly authorized representatives of the State and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.



**1.12.15 Notice**

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract at the address specified on the forms. Each such notice shall be deemed to have been provided:

**1.12.15.1** At the time it is actually received; or,

**1.12.15.2** Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

**1.12.15.3** Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**1.12.16 Cumulative Rights**

The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**1.12.17 Severability**

If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.

**1.12.18 Time is of the Essence**

Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing goods to the State are responsive to the State's requirements and requests in all respects.

**1.12.19 Authorization**

Contractor represents and warrants that:

**1.12.19.1** It has the right, power and authority to enter into and perform its obligations under the Contract.

**1.12.19.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract, and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**1.12.20 Successors in Interest**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**1.12.21 Record Retention and Access**

The Contractor shall maintain books, records and documents relevant to, and throughout the term of, the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor shall, at most annually and upon 60 days advance written notice, unless otherwise required by applicable law, permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

**1.12.22 Solicitation**

The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

**1.12.23 Immunity from Liability**

Every person who is a party to the Contract is hereby notified and agrees that the State, and all of its employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract pursuant to applicable law.

**1.12.24 Public Records**

The laws of the State of Iowa require procurement records to be made public unless otherwise provided by law.

**1.12.25 Clean Air and Water Certification**

Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Agency (EPA) List of Violating

Facilities. Contractor will immediately notify the State of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities

**1.12.26 Debarred, Suspended, and Ineligible Status**

Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

**1.12.27 Use of Name or Intellectual Property**

Contractor agrees it will not use the name or any intellectual property, including but not limited to, any State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the specific State agency involved.

**1.12.28 Taxes**

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables. [State of Iowa Tax Exempt Letter](#)

**1.12.29 Certification Regarding Sales and Use Tax**

By executing the Contract the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State or its representative filing for damages for breach of contract.

**1.12.30 Contractor Assignments of Rights -Antitrust Claims**

In consideration of the mutual promises contained herein, Contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa relating to the subject of the Contract.

**1.12.31 Delays or Impossibility of Performance**

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible (except for payment obligations) to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other

similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**1.12.32 Obligations Beyond Contract Term**

The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

**1.12.33 Counterparts**

The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**1.12.34 Further Assurances and Corrective Instruments**

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

**ATTACHMENT 2**  
**Samsara Master License and Services Agreement**



This Master License and Services Agreement is entered into as of 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**” or “**Contractor**”) and State of Iowa and its agencies 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), (“**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. The following Master License and Services Agreement is part of and incorporated into the State of Iowa Participating Addendum, including Attachment 1. In the event of a conflict between the State of Iowa Additional Terms and Conditions – Attachment 1 and this Master License and Services Agreement – Attachment 2, including but not limited to any of Contractor’s other generally applicable terms Contractor at any point in time may claim apply to any State of Iowa use of Hardware, Software, or applicable to any Services provided by Contractor, including through any online mechanism such as a “clickthrough” or other similar mechanism, the State of Iowa Additional Terms and Conditions – Attachment 1 shall control.

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

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

1.4 “**Confidential Information**” means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

1.5 “**Customer Data**” means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable Governmental Entity) originating with, disclosed by, provided by or captured by Customer’s use of the Hardware, information, including but not limited to all data that is generated under this Agreement as a result of the use by Contractor, the State or any third party of any technology systems, data, materials, or documents 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, and all other rights, tangible or intangible. 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 Hardware.

1.9 “**Governmental Entity**” shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision thereto. The term Governmental Entity includes without limitation Participating Agencies, agencies, independent agencies, the Judicial Branch, the Legislative Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.

1.10 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

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

1.12 **“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.

1.13 **“License Start Date”** means (a) the license start date described in the applicable Order Form; 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: (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 will be activated on the day the Samsara Hardware ships); or (ii) 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.

1.14 **“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.

1.15 **“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 and/or exchanges data with the Products.

1.16 **“Order Form”** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Governmental Entity agrees to be bound by the terms of this Agreement as if it were Customer.

1.17 **“Pre-Launch Offerings”** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara

customers and that may be in the research, development, prototyping, and/or testing phase.

1.18 **“Participating Agency”** shall have the same meaning ascribed it under Iowa Code section 8B, including any subsequent amendments or successor provisions thereto.

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.

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

1.26 **“Samsara Software Systems”** means the Samsara Software and any networks, systems, products, 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 and Professional Services.

1.28 “**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.** [Reserved].

3. **Changes to Terms.** [Reserved].

4. **License.** Subject to the terms and conditions specified in this Agreement, 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 Service Level Agreement in Exhibit B 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 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 set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy).

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 Samsara Software or any individual element within the Samsara Software, Samsara’s name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software 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 Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software 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 may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. **Hardware Installation and Equipment Maintenance.** Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. 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 in Exhibit B.

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 equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara’s sole discretion. If Samsara discontinues supporting 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.

8. A Governmental Entity shall pay all undisputed amounts set forth in approved invoices in arrears and in conformance with Iowa Code Section 8A.514 and 11 Iowa Admin. Code 41.1(2). A Governmental Entity may pay in less than sixty (60) days, as provided in Iowa Code Section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code Section 8A.514.

Notwithstanding, a Governmental Entity may, in its sole discretion, elect to prepay fees for services and deliverables in accordance with applicable laws, rules, policies, and procedures, including State of Iowa Accounting Policies and Procedures, available at: <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that 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 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 Contractor's Treatment of Confidential Information.

(a) Limited Access. Customer Data shall at all times remain the property of the applicable Governmental Entity, and the applicable Governmental Entity shall retain exclusive rights thereto and ownership thereof. Contractor, Contractor Contractors, and Contractor Personnel may have access to Customer Data solely to the extent necessary to carry out their duties under any Underlying Agreement(s). Contractor, Contractor Contractors, or Contractor Personnel shall presume all Customer Data is considered confidential, hold all Customer Data in the strictest confidence, and use and permit use of Customer Data solely for the purposes of providing Services pursuant to this Agreement, subject to any restrictions set forth herein or in any state and federal laws, rules, regulations, standards, and orders applicable either during the Term or thereafter. Contractor, Contractor Contractors, and Contractor Personnel shall not gather, store, log, archive, use, or otherwise retain Customer Data in any manner other than as expressly authorized by any Underlying Agreement(s), and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate Customer Data to any Third Party, except as expressly permitted hereunder or as Contractor may be expressly directed in advance in writing by the applicable Governmental Entity. For the avoidance of doubt, Contractor may utilize Third Party sub-processors to provide Services to the State, a current list of which is located at

<https://www.samsara.com/support/privacy/subprocessor-list>.

Contractor, Contractor Contractors, and Contractor Personnel shall not remove from any Governmental Entity's facilities or retain a copy of any Customer Data unless such removal or retention is necessary to provide or perform Deliverables, to fulfill their obligations under any Underlying Agreement(s), or is otherwise approved in writing by the applicable Governmental Entity. Contractor will immediately report the unauthorized disclosure of Customer Data to the applicable Governmental Entity.

(b) Destruction or Return of Customer Data. On the applicable Governmental Entity's written request or upon expiration or termination of any Underlying Agreement(s) for any reason, Contractor will promptly:

(i) After providing notice to the applicable Governmental Entity and subject to its prior written approval, return or destroy, at the applicable Governmental Entity's option, all Customer Data; and

(ii) Provide a notarized written statement to the applicable Governmental Entity certifying all Customer Data has been returned or destroyed to the Governmental Entity, whichever is applicable.

(iii) To the extent Contractor is required to destroy Customer Data pursuant to this Section, Customer Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology ("NIST")-approved methods.

(c) Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority of competent jurisdiction over Contractor, Contractor may disclose Customer Data to a Third Party in accordance with such law, order, or requirement, subject to the following conditions:

(i) As soon as becoming aware of such law, order, or requirement, and no-less-than five (5) business days prior to disclosing Customer Data pursuant thereto, Contractor will notify the applicable Governmental Entity in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable process, including a subpoena, to the appropriate Governmental Entity for its review.

(ii) Contractor will consult with the applicable Governmental Entity on the advisability of taking legally-available steps to resist or narrow any required response or disclosure.

(iii) Contractor will use best efforts not to release Customer Data pending the outcome of any measures taken by the applicable Governmental Entity to contest, oppose, or otherwise seek to limit such disclosure by Contractor or any Third Party ultimately obtaining such Customer Data. Contractor will cooperate with and provide assistance to the applicable Governmental Entity regarding such measures.

(iv) Solely the extent Contractor is required to disclose Customer Data to a Third Party, Contractor will furnish only such portion of Customer Data as it is required to disclose and will exercise best efforts to obtain an order or other reliable assurances that Customer Data will be held in confidence by any Third Party to which it is disclosed.



(v) Notwithstanding any such compelled disclosure by Contractor, such compelled disclosure will not otherwise affect Contractor's obligations hereunder with respect to Customer Data so disclosed.

#### 10.2 Treatment of Contractor's Confidential Information.

(a) **Safeguarding Obligation.** Except as otherwise provided or contemplated herein, and subject to applicable state, federal, and/or international laws, rules, regulations, or orders (including Iowa Code Chapter 22 and any corresponding implementing rules, regulations, or orders), Governmental Entities shall not intentionally disclose Contractor's Confidential Information to a Third Party (excluding other Governmental Entities and Authorized Contractors) without the prior written consent of Contractor.

(b) **Destruction or Return of Contractor's Confidential Information.** On termination or expiration of any Underlying Agreement(s), the applicable Governmental Entity shall, except to the extent otherwise required by applicable laws, rules, procedures, or record retention schedules/requirements, return or destroy, at Contractor's option, all of Contractor's Confidential Information (excluding items subject to any continuing licenses inuring to the benefit of the applicable Governmental Entity hereunder or that are required for use of any Deliverables).

(c) **Compelled Disclosures.** Notwithstanding and in addition to the foregoing, Governmental Entities may disclose Contractor's Confidential Information:

- (i) Pursuant to any legal, judicial, regulatory, or administrative proceedings, subpoena, summons, deposition, interrogatory, requests for documents, order, ruling, civil investigative demand, or other legal, administrative or regulatory processes;
- (ii) Pursuant to any applicable laws, rules, or regulations;

A. If the applicable Governmental Entity reasonably determines such information is not a confidential record pursuant to Iowa Code Section 22.7 or other applicable laws, rules, and regulations; or

B. If the applicable Governmental Entity, in the Governmental Entity's sole discretion, determines Contractor has not provided or is unwilling to provide facts sufficient to enable the Governmental Entity to make a determination as to whether such information constitutes a confidential record under Iowa Code Section 22.7 or other applicable laws, rule, and regulations.

- (iii) Prior to disclosing any of Contractor's Confidential Information as permitted above, a Governmental Entity shall provide reasonable notice to Contractor of the circumstances giving rise to such disclosure. In addition, Contractor agrees to indemnify and hold harmless any Governmental Entity and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever (including the reasonable value of time of the Attorney General's Office and the costs, expenses, and attorney fees of other counsel retained by or on behalf of the Governmental Entity) arising out of, resulting from, or in any way related to any judgments or damages awarded against any

Governmental Entity in favor of the party requesting any of Contractor's Confidential Information.

10.3 **Open Records and Electronic Discovery Requests and Records Retention.** Contractor will, upon the applicable Governmental Entity's request and within any time period specified by the applicable Governmental Entity, take all actions requested by the Governmental Entity to assist it in complying timely with any request for Customer Data or other data or information that may be made by any Third Party in accordance with applicable public or open records laws (including Iowa Code Chapter 22) or in connection with any subpoena, court order, discovery request, regulatory or criminal investigation or proceeding, or any other matter that may require the Governmental Entity to produce or provide Customer Data or other data or information to a Third Party. Contractor will produce and provide all Customer Data or other data or information within the time period set forth in the Governmental Entity's request. Contractor will take all steps necessary to ensure Customer Data is stored and maintained in its original state so as to not create any spoliation, evidentiary, or electronic discovery issues. In addition, Contractor will, upon the applicable Governmental Entity's request, take all actions requested by the Governmental Entity to assist it in complying with any federal, state, or local record retention requirements, policies, procedures, or other requirements.

10.4 **Ancillary Agreements and Non-Disclosure Agreements.** Contractor or Contractor Contractors will execute any applicable agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to an applicable Governmental Entity making purchases hereunder, such as a Business Associate Agreement ("BAA") or Criminal Justice Information System ("CJIS") Security Addendum, or any other non-disclosure or confidentiality agreements in connection with any Underlying Agreement(s) deemed necessary by the applicable Governmental Entity ("Ancillary Agreement(s)").

10.5 **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or Third Parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party, including any Governmental Entity, will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section will constitute a material breach of this Agreement and be grounds for immediate termination of any Underlying Agreement(s) in the exclusive discretion of the non-breaching Party.

10.6 **Survives Termination.** Contractor's duties as set forth in this Section shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Contractor's, Contractor Contractor's, or Contractor Personnel's performance of this Agreement regardless of the

date any potential claim is made or discovered by a Governmental Entity.

10.7 Customer Data Acknowledgment. Customer shall 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.

10.8 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. Proprietary Rights.

11.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

11.2 Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy), Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, 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.

12. 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 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.

13. 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) 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.

14. Publicity. [Reserved].

15. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

15.1 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.

15.2 Termination for Non-Appropriation of Funds. [Reserved].

15.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 8 (Payment), 9 (Customer Data), 10 (Proprietary Rights), 14 (Term) , 15 (Warranty Disclaimers), 16 (Limitation of Liability), ), and 20 (General Terms).

16. Warranty and Warranty Disclaimers.

16.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of Exhibit B (Samsara 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.

17. Limitation of Liability

17.1 Notwithstanding anything herein to the contrary, and solely to the extent permitted by applicable laws, rules and regulations: (a) the maximum liability of either Party under this Agreement for direct damages shall be one times the Contract Value ("Contract Value" is defined as the aggregate total compensation to be paid by a Governmental Entity under the entire term of the Agreement, including all renewals and extensions); and (b) neither party will be liable for consequential, incidental, indirect, special, or punitive damages; provided, however, under no circumstances shall the foregoing limitation apply to:

- (a) Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;
- (b) Death, bodily injury, or damage to real or personal property;
- (c) Any contractual obligations of Contractor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; confidential information;
- (d) Claims arising under provisions of this Agreement calling for indemnification of the State for third-party claims against the State for bodily injury to persons or for damage to real or tangible personal property caused by Contractor's negligence or willful conduct.

Subject to the foregoing, the maximum aggregate liability of either Party under the immediately preceding subsections (a) through (d) shall not exceed the greater of (i) a Party's applicable insurance coverage limits with respect to such claim, and (ii) three (3) times the Contract Value.

18. Dispute Resolution. [Reserved].

19. Class Action Waiver. [Reserved].

20. Governing Law. [Reserved].

21. General Terms.

21.1 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, or otherwise improper 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).

21.2 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. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

21.3 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.

21.4 Force Majeure. [Reserved].

21.5 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

Customer  
Name:  
Email:  
Telephone:  
Address:

21.6 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]



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## **EXHIBIT A**

### **SAMSARA HARDWARE WARRANTY AND RMA POLICY**

**Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.**

#### **HARDWARE WARRANTY POLICY**

If Customer is 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 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 as intended 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.

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](mailto: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





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- 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.

## **HARDWARE UPGRADE OPTION AS NECESSARY FOR RENEWAL LICENSE ENABLEMENT**

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to the License Expiration Date of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

## **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, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.



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## **EXHIBIT B**

### **HOSTED SOFTWARE SERVICE LEVEL AGREEMENT**

This Service Level Agreement (this “SLA”) is subject to the Parties’ Master License and Services Agreement (“Agreement”) and sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software.

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

“Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or 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 Exhibit A (Samsara Hardware Warranty and RMA Policy).

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days of 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 Monthly Uptime Percentage of at least 99.99% in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Agreement or this SLA, then Customer will be eligible to receive a Service Credit as follows:

Monthly Uptime Percentage	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 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 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 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 Firmware or Hosted Software.





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

## EXHIBIT C: SAMPLE QUOTE

**Issued** 06-14-2023

**Expires** 06-14-2024

**Prepared For:**  
State of Iowa - Department of Administrative  
Services  
1305 E Walnut St 3rd Floor  
Des Moines, Iowa 50319

State of Iowa Participating  
Addendum #:

## Quote Summary

**Subtotal**

Hardware and Accessories

\$0.00

Licenses License  
Term – 36 Months

Shipping and Handling \$0.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

**First Year Payment \$0.00**

**Payments Beginning Year Two \$0.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
If Sales tax is "Pending" – Final amount will be provided prior to payment  
\*3% fee charged on non-ACH charges (Canada Exempt)  
\*Sales tax subject to change



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#### SHIP TO

Hardware and Accessories	Quantity	List Price	Discount %	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles	1	\$0.00	0%	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin)	1	\$0.00	0%	\$0.00	\$0.00
AG51 Unpowered Asset Gateway HW-AG51	1	\$0.00	0%	\$0.00	\$0.00
Hardware Due					\$0.00

Licenses	Quantity	List Price	Discount %	Annual Unit Price	Total Annual Price
License for Unpowered Asset Tracker LIC-AG-UNPWR	1	\$0	100%	\$0.00	\$0.00
				Annual License Due	\$0.00

Bundles	Quantity	List Price	Discount %	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	1	\$0	100%	\$0.00	\$0.00
				Annual License Due	\$0.00



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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 and, if applicable, a one-time Hardware cost. The annual fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

**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 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. 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.

## **Support and Warranty**

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA 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 the State of Iowa Participating Addendum entered into between the parties on \_\_\_\_\_, 2023 (the “Terms of Service”). 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. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

## **Notification of Confidentiality**

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, 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.

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










# Samsara - PA Unsigned

Final Audit Report

2023-06-22

Created:	2023-06-22
By:	David Kundid (david.kundid@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAakXY3KDXjOSJaJoUL6PYkfGVAi8p0DNJL

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-  Document created by David Kundid (david.kundid@iowa.gov)  
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-  Signer legalnotices@samsara.com entered name at signing as Adam Eltoukhy  
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