

MA 18P 2405230000000000137  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 06/03/24

**Expiration Date:** 07/01/26

**Master Agreement Description:** SAMSARA Support Services, Fleet Mgt Technologies & software

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Requestor Information**

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extension until 7/1/2026.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000028177

**Vendor Name**

Samsara Inc

**Alias/DBA**

**Vendor Address Information**

1 De Haro Street

San Francisco, CA

US

**Vendor Contact Information**

Jonathan Cruz  
703-268-6329 ext.  
jon.cruz@samsara.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Samsara Inc

**Commodity Line #:** 1

**Commodity Code:** 20811

**Commodity Description:** SAMSARA Support Services, Fleet Mgt Technologies & software

**Commodity Specifications:** PA direct result of Sourcewell RFP#020221 CT#020221-SAM

**Commodity Extended Description:**

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 06/03/24	<b>Service End Date</b> 07/01/26
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
David Morris 7/18/2024  
2A644AE5681E482

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Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

A. Eltoukhy July 18, 2024

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Signature Date

Adam Eltoukhy, Executive Vice President, Chief Legal Officer

Print Representative Name and Title



**MASTER AGREEMENT CONTRACT**

**DATE:** 5/24/2024

**ADVANTAGE CONTRACT #:** 18P 24052300000000000137

**CONTRACTED GOODS and SERVICES:** Fleet Management Technologies with Related Software Solutions

**The State reserves the right to add similar goods and services to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted goods and services from the Provider.**

**AUTHORIZED DEPARTMENTS:** All State of Maine Departments and Agencies and authorized Political Subdivisions and School Administrative Units.

**This Contract, is between the following Department of the State of Maine and Provider:**

**State of Maine DEPARTMENT**

**Department of Administrative and Financial Services, Division of Procurement Services**

**Address:** Burton Cross Office Building, 9 SHS

**City:** Augusta **State:** ME **Zip Code:** 04333-0009

**PROVIDER**

**Samsara Inc.**

**Address:** 1 De Haro St.

**City:** San Francisco **State:** CA **Zip Code:** 94107

**Provider's Vendor Customer #:**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

**Department of Administrative and Financial Services**

**Samsara Inc.**

DocuSigned by:  
*David Morris* 5/29/2024  
2A644AF5681F482...  
David Morris, Chief Procurement Officer Date

DocuSigned by:  
*A. Eltoukhy* 5/29/2024  
CA0F91C94F054E4...  
Adam Eltoukhy, General Counsel Date

**PARTICIPATING ADDENDUM**

**This Participating Addendum is the direct results of Sourcewell RFP# 020221 and Sourcewell Contract #020221-SAM.**

### **Scope and Participation:**

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Sourcewell Contract #020221-SAM.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Sourcewell Contract #020221-SAM itself.

This is a Statewide Contract for Telematic devices to be installed into State government vehicles. Telematics enables data-driven decision making to maximize the safety, utilization, and efficiency of fleet vehicles and equipment. Telematics increases efficiency, mitigates risk, and aids in reducing carbon emissions and fleet costs by promoting safer driving, proactive maintenance scheduling, and decreased idling and fuel expenditures.

This contract offers the sale and delivery of the requisite vehicle/truck, heavy equipment, and trailer tracking hardware, along with online access to the provider's user interface, online systems, and support resources. This contract includes installation and service. Installation can be performed by the provider or by State employees.

Installation of products and services are NOT allowed for any vehicle where location data would potentially be of a sensitive nature and deemed valuable from a threat intelligence targeting perspective. In this case data may be shared with Colombia, India, Romania, Mexico, Taiwan (China), or Poland. Examples include but not limited to:

- Emergency response vehicles (e.g., police cruisers)
- Vehicles dedicated to key individuals (e.g., governor)
- Key command and control vehicles (e.g., Incident Management Assistance Team mobile operations center)
- It will NOT be connected to the State of Maine network.  
It will NOT include Personally Identifiable Information (PII) (i.e., Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means).

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Contract between Sourcewell and Contractor for Fleet Management Technologies with Related Software Solutions. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Sourcewell Contract #020221-

SAM, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Jonathan Cruz
Address:	
Telephone:	703.268.6329
Email:	jon.cruz@samsara.com

**PARTICIPATING ENTITY:**

Name:	State of Maine, DAFS, Procurement Services
Address:	Division of Procurement Services Burton M. Cross Building 4th Floor 111 Sewall Street 9 State House Station Augusta, ME 04333-0009
Telephone:	: (207) 624-7340

**Participating Entity Modifications and Additions to the SOURCEWELL CONTRACT #020221-SAM**

This Participating Addendum incorporates all terms and conditions of the Sourcwell Contract #020221-SAM as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

1. **INDEPENDENT CAPACITY**: In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.
2. **SUBCONTRACTORS**: **Except for third-party subprocessors as may be updated on Provider’s website**, the Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State reasonable notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

**3. SUBLETTING, ASSIGNMENT OR TRANSFER:** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department, which shall not be unreasonably withheld. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

**4. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**5. EMPLOYMENT AND PERSONNEL:** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Agreement according to MRS Title 5 §18-A, 2 and in harmony with MRS Title 17 §3104. Any contract made in violation of these sections is void.

**6. NO SOLICITATION:** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**7. ACCOUNTING, RECORDS, AND AUDIT:**

- a. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved. This applies to all records whether electronic or hardcopy.
- b. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to



this Agreement for a period of five (5) years from the date of termination of this Agreement.

- c. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
  - d. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records necessary to show compliance with this Agreement during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
  - e. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Department shall be permitted to terminate the Agreement per the termination section of the Agreement.
  - f. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
  - g. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
1. **8. TERMINATION:** Either party may terminate this Agreement for material breach by providing a written notice of termination stating the reason for the termination. Upon

receipt of the notice of termination, the defaulting party shall have thirty (30) business days to cure the material breach. If the breach is of such a nature that it cannot be cured within thirty (30) business days, the defaulting party shall have such additional time, as the parties may mutually agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 30 days. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

- Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- Take such action as may be reasonably necessary, , for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
- Terminate the specific order(s) associated with the performance of the work terminated by the Notice of Termination;
- With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.
- Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

**9. GOVERNMENTAL REQUIREMENTS:** The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

**10. GOVERNING LAW:** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

**11. STATE HELD HARMLESS:** The Provider shall indemnify and hold harmless the Department from and against any and all third-party action, suit, or proceeding against Department ("Claim"), including reasonable attorney fees, to the extent such Claim directly arises from any or all injuries to persons or property or claims for money damages to the extent caused by Provider's Hardware exhibiting material defects provided to Department by Provider hereunder. Provider will further indemnify Department for third-party Claims to the for violation of intellectual property rights, to the extent directly arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department. Provider's obligations under this section are contingent upon: (a) Department providing Provider with prompt written notice of such Claim; (b) Department providing reasonable cooperation to Provider, at Provider's expense, in the defense and settlement of such Claim; and (c) Provider having sole authority to defend or settle such Claim. In the event that Provider's right to provide the Products is enjoined or in Provider's reasonable opinion is likely to be enjoined, Provider may 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, terminate this Agreement without liability to Department and Department will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF Provider AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Provider 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 Provider or a party acting on Provider's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Provider; (c) Department's failure to use updated or modified versions of the Products provided by Provider; (d) Provider's compliance with any designs, specifications or plans provided by Department; or (e) Department's use of the Products other than in accordance with this Agreement or any Documentation.

**12. LIMITATION OF LIABILITY:** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall not exceed three times the amount of fees paid to Provider in the past twelve (12) months,

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages.

**13. NOTICE OF CLAIMS:** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which

may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

**14. APPROVAL:** This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

**15. INSURANCE REQUIREMENTS:** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. Minimum Coverage

a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

- A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
- C. Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
  - C.1) Consumer notification, whether or not required by law;
  - C.2) Forensic investigations;
  - C.3) Public relations and crisis management fees; and
  - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element

of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

**NOTE:** *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6). The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.*

<b>Number of PII Records</b>	<b>Insurance per Occurrence</b>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- b) Workers' Compensation and employer's liability, as required by law;
  - c) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
  - d) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
  - e) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
2. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- a) The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  - b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

- d) All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
  - e) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".
- 16. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
- 17. SEVERABILITY:** The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 18. FORCE MAJEURE:** Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.
- 19. Reserved.**
- 20. INTERPRETATION OF THE AGREEMENT:**
- 1. Titles Not Controlling - Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
  - 2. No Rule of Construction - This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.
- 21. Reserved.**
- 22. NOTICES:** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

**23. ADVERTISING AND PUBLICATIONS:** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

**24. CONFLICT OF INTEREST** : The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

**25. LOBBYING:**

1. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
2. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

**26. PROVIDER PERSONNEL:**

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

**27. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS:**

- a. The Provider may not publish or copyright any data obtained through this agreement or subsequent order without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**28. PRODUCT WARRANTY:** The Provider expressly warrants its products and services will include its standard Hardware Warranty and Support SLA.

**29. OPPORTUNITY TO CURE:** The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within ten (10) business days of receipt of such a notice, the Provider



shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

- 30. COVER:** If, after 30 days notice is provided, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.
- 31. ACCESSIBILITY:** All IT products must be accessible to persons with disabilities, and must materially comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
- 32. STATE IT POLICIES:** All IT products and services delivered as part of this Agreement must materially conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Agreement is executed
- 33. CONFIDENTIALITY:**
1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
  2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
  3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
  4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

**34. OWNERSHIP:**

1. Ownership and Usage. “Customer” for the purposes of this Agreement means “The State” and “Customer Data” means specific data captured by Customer’s use of any installed Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products.
2. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data’s without Customer’s consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and the Products (i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. Provided Customer sends Samsara a request in writing (including email), the right to use such data following termination, or orders, shall be limited to non-personally-identifiable data of these Terms, unless legally prohibited.
3. Customer may export Customer Data at any time during the term of these Terms through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API, in which case Samsara agrees to provide the data in an acceptable, alternate format. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted [after thirty \(30\) days after termination or expiration](#).

4. Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 36.2.

**35. CUSTOM SOFTWARE: Not applicable.**

**36. OFF-THE-SHELF (OTS) SOFTWARE: For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.**

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**37. Reserved.**

**38. ENTIRE AGREEMENT: This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied**

waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

**39. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- I. State of Maine Participating Addendum
- II. Sourcewell Contract #020221
- III. Pricing Model

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Sourcewell Contract #020221 itself.

**IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

**United States. Please identify state: California**

**Other. Please identify country: See explanation below**

Samsara uses AWS as our cloud services provider and their data centers are located here in the US, meaning that almost all data that is collected by Samsara would be stored here in the US. However, during the course of providing real-time 24/7 customer support, customer data might, in limited circumstances, be accessed by Samsara customer support or engineering on their work-issued laptops from the United Kingdom, for example, to resolve any issues. We do have internal measures designed to safeguard customer data, including encryption of employee laptops and, endpoint monitoring and routing of all network traffic.

Furthermore, Samsara prohibits employees from accessing corporate resources from the following locations:

- China, The People’s Republic
- Hong Kong
- Iran
- Korea, Democratic People’s
- Republic of (North Korea)
- Russia

Please note that any collection or access of customer data outside of the US would only happen in these very limited circumstances.

For geographical list of other countries data may be accessed in please see our subprocessor list here:

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

**Notification of Changes to the Information:**

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

**EXHIBIT A**

**SAMSARA SUPPORT SERVICES**

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

- Submitting a ticket on the Samsara Hosted Software;
- Contacting the Samsara Support Team Premier Support phone number at (415) 997-2797 or the general support phone number at (415) 329-6900 for the United States or +44 (0) 20 3965 2700 for the European Union; or
- Submitting a support ticket via email at enterprise-support@samsara.com or premier-support@samsara.com.

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

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

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

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

Severity	Response Time
<b>P0</b>	<b>4 clock hours</b>
<b>P1</b>	<b>12 clock hours</b>

<b>P2</b>	<b>16 clock hours</b>
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4. **EXCLUSIONS.** Samsara shall have no obligation to support: (i) Products or any portion thereof that have been modified or damaged by any non-Samsara individual or entity; (ii) Products or any portion thereof that have been combined or incorporated with or into software, products, or services not provided by Samsara; (iii) Products that are not the then-current Product release or immediately Previous Sequential Release; (iv) Products used in countries or locations not supported by Samsara; (v) Product issues caused by Customer’s negligence, abuse or misapplication of Product, use of Product in breach of the Agreement or other than as specified in Samsara’s user manual or technical documentation, or other causes beyond the direct control of Samsara; (vi) any Product for which Samsara has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Samsara; or (vii) any Fix that requires data integration services or custom API work.

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

6. **DEFINITIONS.**

- “Error” means an error in a Product that is reproduced by Samsara and which significantly degrades the performance of such Product as compared to Samsara’s published performance specifications.
- “Error Correction” means the use of reasonable commercial efforts to correct Errors.
- “Fix” means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- “Hotfix” means a single, cumulative package that includes one or more Fixes or Workarounds that are used to address P0 or P1 Errors. “Hotfixes” address a specific customer situation and may not be distributed outside the customer organization.
- “Major Release” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the Major Release that immediately preceded and was replaced by the current Product Major Release. Notwithstanding anything to the contrary, a Previous Sequential Release will be supported by Samsara only for a period of six (6) months after release of the current Product Major Release.
- “P0 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P1 Error” means an Error which substantially degrades the performance of a Product or materially restricts Customer’s use of such Product.
- “P2 Error” means an Error which causes only a minor impact on the Customer’s use of Product functionality.
- “Workaround” means a change in the procedures followed or data supplied by Customer or temporary fix to avoid an Error without substantially impairing Customer’s use of a Product.

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

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

## **HARDWARE WARRANTY POLICY**

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

### Scope of the Samsara Hardware Warranty

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

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



constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

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

#### How to submit a warranty claim

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

- 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.

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

### **PRODUCT TRIAL HARDWARE RETURNS**

In order to return Hardware units from a Product trial, please contact your Samsara sales representative or email [trials@samsara.com](mailto:trials@samsara.com) to request an RMA number prior to the end of your trial. If your trial Hardware was shipped to a country into which Samsara generally sells Products, you will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to you. If you do not proceed with purchasing the applicable Samsara Software Products following your trial, you must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of your trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge you, and you agree to pay the fees and costs associated with the

Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

### **PRODUCT REFUND REQUESTS**

If you are dissatisfied with your Samsara purchase for any reason, you may return your Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "**REFUND EXCEPTIONS**"). All Product returns must meet the following criteria:

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

issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

### **CABLE EXCHANGE POLICY**

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

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

If the above conditions are not met, Samsara reserves the right to charge you, and you agree to pay the fees and costs associated with replacing Hardware cables.

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