

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT, inclusive of the Exhibits thereto, (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County"), on behalf of the Santa Barbara County Department of Public Works, and **SAMSARA INC.** with an address at **1 DE HARO STREET, SAN FRANCISCO, CA 94107** (hereafter "CONTRACTOR" or "Samsara") wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the services required by County and County desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

ANDREA GEIS at phone number **805-568-3027** is the representative of County and will administer this Agreement for and on behalf of County. **ANDREW MEESE** at phone number **636-627-7291** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, with postage prepaid by first class mail, registered or certified mail, or express courier service, or via email, as follows:

To County: **JULIE HAGEN, COUNTY OF SANTA BARBARA**
123 E ANAPAMU STREET
SANTA BARBARA, CA, 93101
Phone: 805-568-3010
Email: JAHagen@countyofsb.org

To CONTRACTOR: **ANDREW MEESE, SAMSARA INC.**
1 DE HARO STREET
SAN FRANCISCO, CA 94107
Phone: 636-627-7291
Email: andrew.meeese@samsara.com

Copy to: LEGAL TEAM, SAMSARA INC.
1 DE HARO STREET
SAN FRANCISCO, CA 94107
Email: legalnotices@samsara.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to County in accordance with **Exhibit A** attached hereto and incorporated herein by reference.

4. TERM

- A. The Term of this Agreement shall be from **OCTOBER 24, 2024** through **JUNE 30, 2026**, unless otherwise directed by County or unless earlier terminated in accordance with this Agreement.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONTRACTOR.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B** attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Clause 2 "NOTICES" above following completion of the increments identified on **Exhibit B**. Unless otherwise specified on **Exhibit B**, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save County harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to County pursuant to this Agreement, shall be prepared in a manner consistent with the standards normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on CONTRACTOR's behalf. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. [RESERVED]

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use County's name or logo in any manner that would give the appearance that the County is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of County. CONTRACTOR shall not release any informational pamphlets,

notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain County's property, and CONTRACTOR shall return any such items whenever requested by County and whenever required in accordance with this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any County property, documents, or information without County's prior written consent unless in accordance with the terms of this Agreement.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and electronically review all such documents and records sufficient to demonstrate CONTRACTOR's compliance with the invoicing provisions of this Agreement at any time during CONTRACTOR's regular business hours upon sixty (60) days prior written notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor solely to the degree required by applicable law, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by County or the State, at no charge to County.

15. INSURANCE

CONTRACTOR agrees to the insurance provisions as set forth in **Exhibit C** attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

County hereby notifies CONTRACTOR that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the County desires.

18. NON-ASSIGNMENT

With the exception of a merger, acquisition, or the sale of all or substantially all assets of a party, neither party shall assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to so assign, subcontract, or transfer without such consent shall be void and without legal effect. In the case of any assignment, regardless of whether written consent is required, the assignee shall assume in writing the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the incumbent assignor under this Agreement, for all purposes, and shall agree to abide by and accept all terms of this Agreement and be bound by the terms of the Agreement. In the case of an assignment without prior consent due to a merger, acquisition, or the sale of all or substantially all assets of CONTRACTOR, the assignee shall, no later than thirty (30) days after the consummation of such an assignment, submit to the County a written acknowledgment affirming its obligations under this section. No assignment or attempted assignment shall be valid, unless and until the County has received the written acknowledgment of the assignee and acknowledged its receipt in writing.

19. TERMINATION

A. By County. County may, by written notice to CONTRACTOR, terminate this Agreement for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein leading to a material breach that is not cured within a thirty (30) day period.

1) **[Reserved]**.

2) **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the

event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

- B. By CONTRACTOR. Should County fail to pay CONTRACTOR all or any part of the payment set forth in **Exhibit B**, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, County shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. [RESERVED]

21. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

25. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

26. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

27. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of

any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether County is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and County.

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

32. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE

In the event of conflict between the provisions contained in the foregoing numbered sections above and below this Section 33 of this Agreement, specifically Sections 1 through 47, and the provisions contained in the Exhibits, the provisions of this Agreement shall prevail. If there is a conflict between the terms of Contractor's order form and the terms of this Agreement, then the terms of this Agreement controls over the terms the order form. If there is a conflict between the terms of a purchase order and this Agreement, then the terms of this Agreement control over the terms in the purchase order. To the extent applicable, (a) if a purchase or procurement under a purchase order is also documented by a quote, notwithstanding anything to the contrary in this Agreement or the applicable purchase order, to the extent there is a conflict between such purchase order and such quote, the terms of the quote shall prevail, and no additional terms included in such purchase order that are not included in such quote shall apply.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by County may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR's work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact County to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL AMENDMENTS

CONTRACTOR and County agree that immaterial amendments to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total Agreement amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee, in writing, and will not constitute an amendment to the Agreement.

36. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the County Agency Contact Person. CONTRACTOR further agrees that all media requests for communication will be referred to County's responsible personnel.

37. [RESERVED]**38. [RESERVED]****39. SUBCONTRACTING**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and, with the exception of third-party subprocessors, no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR, to the degree applicable, shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. [Reserved]
- E. [Reserved]
- F. [Reserved]
- G. [Reserved]

40. [RESERVED]**41. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONTRACTOR warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds if mutually agreed by the Parties.
- D. [Reserved]

43. [RESERVED]

44. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

45. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR on a professional service contract. If the County fails to pay promptly, the County shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

- a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to County as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

46. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" means any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- D. See Public Law 115-232, section 889 for additional information.
- E. See also 2 CFR § 200.471.

47. [RESERVED]

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

CONTRACTOR:

SAMSARA INC.
1 DE HARO STREET
SAN FRANCISCO, CA 94107

Business Type: Corporation
Contact Email:
legalnotices@samsara.com
Contact Phone: 636-627-7291

By: 
Executive Vice President, Chief Legal Officer

Date: September 11, 2025

COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Laura Capps

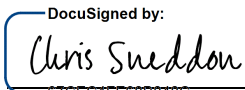
By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Sneddon
Director of Public Works

By:  _____
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Department Head

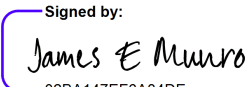
APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By:  _____
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APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
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Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

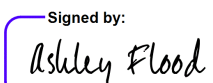
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Deputy County Counsel

Exhibit A – Statement of Work

ANDREW MEESE shall be the main point of contact that is to be responsive to County requests in connection with the services hereunder. CONTRACTOR may not substitute other persons without notice to County's Designated Representative.

Scope of Work

CONTRACTOR's (Samsara's) mission is to increase the safety, efficiency, and sustainability of the operations that power the global economy. Samsara is the pioneer of the Connected Operations Cloud, which allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations.

For the Term of this Agreement, as provided in Section 4, CONTRACTOR agrees to provide the licenses, support, software updates, hosted service, training resources, and cellular connectivity for forward-facing dashcams, vehicle gateways, as put forth in **Exhibit B1**.

The licenses provided to County by Samsara under this Agreement all feature the following, as applicable:

- Access to the Samsara Hosted Software dashboard and as applicable mobile App features;
- Samsara Software updates;
- API access for integration with third party systems as applicable to County's licenses;
- Support and maintenance for Samsara Products as applicable; and
- Access to learning resources.

Description of Samsara's Products and Services

Vehicle Gateways

- The Vehicle Gateway serves as a real-time sensor platform capturing vehicle and driver data to enhance fleet efficiency and safety.
- Key features include live GPS tracking, remote diagnostics, FMCSA-compliant ELD capabilities, and speedy 4G LTE connectivity.

Dash Cameras

- Samsara's Dash Cameras, such as the Dual-Facing AI Dash Cam, provide high-definition video capture both inside and outside the vehicle. They are essential for incident detection, risk management, and driver coaching.

Cloud Operations

- The Connected Operations Cloud integrates with dash cameras and vehicle gateways to provide real-time analytics, improve safety through AI-driven insights, and ensure efficient fleet

Deliverables

Samsara agrees to provide the following deliverables:

- Data Integration: Integration of vehicle data with Samsara's cloud platform for seamless monitoring and reporting.
- Training: Provide training sessions for fleet managers on using the dashboard and interpreting data from the devices.
- 24/7 Support: Samsara emphasizes proactive and accessible assistance, providing robust online resources and support to ensure seamless integration and operation of their solutions.

Responsibilities

- Samsara agrees to provide the hardware, software setup support, and training resources set forth in **Exhibit B1** for the Term of the Agreement.
- County agrees to complete installations and participate in applicable future training sessions.

Performance Verification

- Samsara agrees to provide a performance verification, which will ensure Vehicle Gateway and Dash Cameras are operational and data is accurately reflected in the cloud dashboard.

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy attached hereto as **Exhibit A2**. Additional support information can be found at www.samsara.com/support.

Samsara's Standard Terms of Service

Unless otherwise set forth herein, the County's use and access of the Hardware, Products, and Services specified herein are governed by the Samsara License and Services Terms, attached here as **Exhibit A1**.

EXHIBIT A1
Samsara's License and Services Terms

[see attached]



EXHIBIT A1

These License and Services Terms, and any Exhibits attached hereto set forth the terms and conditions pursuant to which County, also referred to herein as “Customer,” will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

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

1.1 “**Account**” means the accounts Customer creates to access the Hosted Software and Apps.

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

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

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

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

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

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

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

1.9 “**Hardware**” means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides.

1.10 “**Hardware Warranty and RMA Policy**” means the Hardware Warranty and RMA Policy attached as Exhibit A2.

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

1.12 “**Hosted Software SLA**” means the Hosted Software Service Level Agreement attached as Exhibit A3.

1.13 “**License Expiration Date**” means the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of Products or under which Products were originally made available to Customer (“**Initial Term**”), and (ii) the end of the then-active Renewal Term. The License Expiration Date shall not be any later than June 30, 2026, unless otherwise extended according to the terms of this Agreement.

1.14 “**License Start Date**” means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license is shipped to Customer under the applicable Order Form, such Samsara Software license activation date is the day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer’s access to the Hosted Software for the renewal license term.

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

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

1.17 **“Order Form”** means an applicable Quote created during the Term of this Agreement. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under an Order Form shall only apply to Customer entity named in such Order Form for the purchase made under such Order Form and shall not apply to any other Order Form, including any initial or renewal Order Form entered into by such Customer entity or its Affiliate.

1.18 **“Pre-Launch Offerings”** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.

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

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

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

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

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

1.24 **“Renewal Term”** means any renewal license term of the applicable Products after the Initial Term. If Customer’s license term is renewed a period of time after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

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

1.26 **“Samsara Software Systems”** means the Samsara Software and any networks, systems, products, hardware,

services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

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

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

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

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

3. **Changes to Terms.** No amendments or other changes to these Samsara License and Service Terms shall be effective unless in writing and duly executed by both parties.

4. **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer’s usage of Samsara Software and to remove Customer’s access to Samsara Software beyond the licensed scope (“Licensed Scope”) (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-

current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an “Enterprise” license to a “Premier” license).

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara’s express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Products, Samsara’s name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Products; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, scramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; (xiii) use the Products in a way that violates Samsara’s Acceptable Use policy set forth in Section 22.2, (xiv) use the Products in an unsupported country, or (xv) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and 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. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara from and against all claims, actions, demands, and legal proceedings, and all liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with a violation of this Section 5 and any investigation related thereto. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer’s intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to

conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara’s Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara’s sole discretion. If Samsara discontinues supporting a Hardware model and the associated Samsara Software license that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering, Customer agrees to (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings, (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offering; and (iii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offering. PRE-LAUNCH OFFERINGS ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product,

Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a “Product” under this Agreement.

7.3 Feedback. Customer may provide feedback regarding the Products to Samsara. Customer acknowledges and agrees that comments, suggestions, ideas, other information, and/or other feedback related to the Products provided to Samsara, whether directly through the Products or through other means (e.g., surveys, emails, testing, and/or other communications) (collectively, “**Feedback**”) may be used by Samsara for research and development purposes. Such Feedback shall not be treated as “Customer Data” unless it is uploaded or processed within the Products. Customer further agrees that Samsara shall have all rights, title, and interest in and to all Feedback provided by Customer or a third party acting on behalf of Customer to Samsara. Customer hereby irrevocably transfers and assigns to Samsara all right, title, and interest it may have in such Feedback, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer’s payment and billing terms are set forth in Exhibits B and B1 to the Agreement.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each “Ship To” delivery address set forth in an Order Form is accurate, is in a country for which Samsara supports direct sales, and that any individual accepting delivery at that address is authorized to do so on Customer’s behalf. Samsara shall have no obligation to ship Products to any unsupported countries. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be prorated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account

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

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, improving, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. In the event the release of Customer Data is compelled by law, Samsara shall provide notice to Customer of such release. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be deleted after thirty (30) days after termination or expiration. Customer shall have the option to export Customer Data in a useable and portable electronic format within 30 days after such termination or nonrenewal at no additional cost to the County.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data and Feedback in accordance with this Agreement (ii) no Customer Data or Feedback infringes upon or violates any individual or entity’s intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD

HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" is attached hereto as Exhibit A4 and reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information, including this Agreement, all of its terms, conditions, exhibits, attachments, and related Purchase Orders, Quotes, and Order Forms, to the extent required by law or regulation, including any applicable public record request laws,

provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

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

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

13. Connectivity Data Usage. A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours-of-service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with,

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

15. Publicity. Samsara will not use Customer’s name or logo for publicity purposes without Customer’s prior consent. If applicable, Customer agrees to abide by the terms of Samsara’s Marks Usage Agreement attached hereto as Exhibit A5.

16. Term. The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date or until otherwise terminated earlier as provided hereunder.

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

16.2 In addition to the service level obligations set forth in Samsara’s Hosted Software SLA, in the event that Samsara fails to have a greater than 90% Hosted Software Uptime caused by at least three separate and unrelated incidents for any three (3) consecutive months, then Customer may terminate this Agreement upon written notice to Samsara within thirty (30) days from the last day of the last month where such uptime guarantee was not met and thereafter request a Refund.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer’s request, and subject to Samsara’s data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy, which is attached to this Agreement as Exhibit A2.

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer’s requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Indemnification. Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer (“Claim”) to the extent such Claim is based on an allegation that Samsara’s Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party’s trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys’ fees attributable to such Claim that are awarded against Customer. Samsara’s obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara’s expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara’s right to provide the Products is enjoined or in Samsara’s reasonable opinion is likely to be enjoined, Samsara 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 Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR

MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara 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 Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

19. Limitation of Liability.

19.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

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

19.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

20. Dispute Resolution.

19.1 Arbitration. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in one of the following venues: (i) confidential arbitration in a location agreeable to both Parties, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes or (ii) the state or federal courts located in or nearest to the county in which the Customer has its principal place of business. If the Parties agree to arbitrate a dispute, the Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

21. General Terms.

21.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products and the subject matter hereof, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products and the subject matter hereof. The Customer acknowledges and agrees that, in entering into this Agreement, it has not relied on, nor has it been induced to enter into this Agreement by, any representation, warranty, statement, or assurance made or given by or on behalf of Samsara, other than those expressly set forth in this Agreement. To the maximum extent permitted by applicable law, Customer further acknowledges and agrees that the only remedies available for breach of any such express warranties or representations are those expressly provided for within this Agreement. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

21.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, stalking or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email abuse@samsara.com or submit an anonymous concern via <https://samsara-external.allvoices.co/>.

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

21.5 [Reserved].

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 SAMSARA LICENSE AND SERVICE]

EXHIBIT A2
Hardware Warranty and RMA Policy

[see attached]

EXHIBIT A2

Hardware Warranty and RMA Policy

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to Samsara's Terms of Service, Exhibit A1 ("**Terms**"). All capitalized terms not defined herein shall have the meaning set forth in Exhibit A1, Samsara's License and Service Terms .

HARDWARE WARRANTY POLICY

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

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 County 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 County'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, County will need to provide the following information:

- Make and model
- Serial number
- Shipping address

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

County must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing County 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 County, and County agrees to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends County 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 County's Hardware Warranty claim and returning County's Hardware to Samsara, Samsara therefore recommends that County make a backup copy of the content stored on the device by using the tools available on the County's Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to County's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

If County requests an RMA and no material defect is found with the County's Hardware unit, Samsara reserves the right to charge County, and County agrees 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, County should contact County's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of County's trial. The County will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to County. If County does not proceed with purchasing the applicable Samsara Software Products following County's trial, County must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of County'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 County, and County agrees to pay the fees and costs associated with the Hardware units. At the end of County's trial, Samsara may delete all data stored on trial Hardware, unless County purchases the applicable Samsara Products immediately following County's trial. Samsara therefore recommend that County make a backup copy of the content stored on the device by using the tools available on County's Samsara Hosted Software dashboard or otherwise prior to the end of County's trial. Samsara disclaims all liability relating to County's loss of County's 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 County's trial.

PRODUCT REFUND REQUESTS

If County is dissatisfied with County's Samsara purchase for any reason, County may return County'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:

- County purchased the Product from Samsara or through an authorized Samsara reseller
- County is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- County submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to County 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, County must contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If County's refund request is approved, Samsara will provide County 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 County are 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 County's return. If County purchased through an authorized

Samsara reseller, County's refund will be issued by that reseller. If County 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. County must contact its distributor or reseller for all refund requests of Products purchased through distributors or resellers.

CABLE EXCHANGE POLICY

County 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:

- County 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;
- County's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables County is 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 County's submission of its exchange request; and
- County 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 County, and County agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT A3
Hosted Software SLA

[see attached]

EXHIBIT A3**HOSTED SOFTWARE SERVICE LEVEL AGREEMENT**

This Service Level Agreement (this “SLA”) is subject to the Parties’ Agreement (“Agreement”) and sets forth Samsara’s obligations and the County’s (referred herein as the “**Customer**”) 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:

“Hosted Software Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered Downtime but may be covered under Samsara’s Hardware Warranty Policy set forth in the Hardware Warranty Policy section in Exhibit A2 of the Agreement.

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

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

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Hosted Software Uptime of at least 99.99% in any calendar month (the “**Service Level Warranty**”). If the Hosted Software Uptime does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under Samsara’s License and Services Terms and this SLA, then Customer will be eligible to receive a Service Credit as follows:

Hosted Software Uptime (per month)	Number of Days of Service Credit
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Hosted Software Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Hosted Software Downtime caused in part or in full by any of the following: (i) strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable

control of a party; (ii) Customer and/or third party Equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.

EXHIBIT A4
Data Protection Addendum

[see attached]

EXHIBIT A4

Data Protection Addendum ("Addendum")

By executing an Order Form under the Agreement that references this **Exhibit A4** ("Addendum"), County ("Customer") agrees to be bound by this Addendum.

1. Definitions

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

1.1. "Agreement" means the agreement between Customer and Samsara that sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

1.2. "Customer Personal Data" means any Personal Data subject to Data Protection Laws contained in Customer Data and is Processed by Samsara on Customer's behalf pursuant to the Agreement.

1.3. "Data Protection Laws" means, as applicable, (i) United States federal and/or state data protection or privacy statutes, including but not limited to the California Consumer Privacy Act of 2018 as amended by The California Privacy Rights Act of 2020 (together with its implementing regulations, the "CPRA"); and/or (ii) the applicable data privacy, and/or data protection laws in the U.S.A., Canada, and Mexico; in each case, as may be amended, superseded or replaced from time to time.

1.4. "Controller" means the entity that determines the means and purposes of processing Personal Data.

1.5. "Data Subject" means the individual who is the subject of Personal Data.

1.6. "Personal Data" means "personal data", "personal information" or "personally identifiable information" or any analogous term under Data Protection Laws, as these terms are defined under Data Protection Laws.

1.7. "Personal Data Breach" means any security breach that Data Protection Laws would require (i) Samsara to report to Customer or (ii) Customer to report to a Supervisory Authority or affected individuals, or to maintain a record of, that involves Personal Data subject to this Addendum.

1.8. “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data.

1.9. “Processor” means an entity that processes Personal Data on behalf of a Controller.

1.10. “Supervisory Authority” means a government or regulatory authority responsible for administering, overseeing compliance with, and/or enforcing Data Protection Laws.

1.11. Capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement.

2. Processing of Customer Personal Data

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

2.1.1. Process Customer Personal Data as specifically set forth in the Agreement, this Addendum, Documentation and/or Customer’s documented instructions, or as otherwise required by applicable law to which Samsara is subject (the “**Customer Instructions**”). If Samsara is required by applicable law to Process Customer Personal Data other than in accordance with the Customer Instructions, Samsara will to the extent permitted by applicable law promptly inform the Customer of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest.

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

delay. Samsara shall be entitled to suspend performance of such instruction until Customer confirms or modifies such instruction.

3. Samsara Personnel

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

4. Security

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

Samsara's information security program must:

- Protect the confidentiality, integrity, and availability of County's Customer Data in Samsara's possession or control;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of County's Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County's Customer Data;
- Protect against accidental loss or destruction of, or damage to, County's Customer Data; and

- Safeguard County's Customer Data in compliance with any applicable laws and regulations which apply to Samsara.

5. Subprocessing

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

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

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

6. Data Subject Requests

6.1. Where Samsara directly receives requests from Data Subjects, or anyone acting on their behalf, to exercise their rights under Data Protection Laws ("**Data Subject Request**"), and provided Samsara can reasonably identify from the information provided that such request relates to the Customer and/or Customer Personal Data, then unless prohibited by applicable law, Samsara will (a) promptly notify Customer of such request; and (b) not respond to any such request unless required by applicable law to which Samsara is subject, in which case Samsara will, to the extent permitted by applicable law, inform Customer of that legal requirement before responding to such request.

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

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

7. Personal Data Breach

7.1. Samsara will notify Customer without undue delay upon Samsara becoming aware of a Personal Data Breach affecting Customer Personal Data. For the avoidance of any doubt, a Personal Data Breach shall not include (i) acts or omissions which do not breach Samsara's security or the security of any Sub-processor; or (ii) any access to or Processing of Customer Personal Data that is consistent with Customer Instructions. At Customer's request, Samsara will provide reasonable assistance and co-operation to

assist Customer in fulfilling any applicable notification obligations under applicable Data Protection Laws with respect to the Personal Data Breach. Samsara's notification of, or response to, a Personal Data Breach shall not be construed as an acknowledgement by Samsara or, if relevant, its Sub-processors of any fault or liability with respect to the performance of Products.

8. Data Protection Impact Assessment and Prior Consultation

8.1. At Customer's request, Samsara will provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervising Authorities required by Data Protection Laws, in each case solely in relation to Samsara's Processing of Customer Personal Data under the Agreement, and taking into account the nature of the Processing and information available to Samsara.

9. Audit rights

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

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

are Samsara's Confidential Information under the confidentiality provisions of the Agreement.

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

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

11. Retrieval and Deletion of Customer Personal Data

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

12. Liability

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

13. Additional California-Specific Provisions

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

13.2. To the extent that Customer Personal Data relates to California residents, Samsara will not retain, use, sell, share, or otherwise disclose Customer Personal Data (including

for any commercial purpose or other purpose outside of the direct business relationship between the parties) other than as allowed by law or as needed to provide and support the Products, as set forth in the Agreement. For purposes of this section, the terms “sell” and “share” shall have the meaning given to them in the CPRA.

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

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

14. Changes in Data Protection Laws

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

EXHIBIT A5
Mark Usage Agreement

[see attached]

EXHIBIT A5

Samsara Marks Usage Agreement

This Samsara Marks Usage Agreement (“Usage Agreement”) sets out the legal terms governing County’s (“you,” “your”) ability to use the Samsara name, logo, and other registered or unregistered Samsara trademarks and service marks owned by Samsara and its affiliates (“Samsara Marks”). A list of the Samsara Marks available for use can be found on our [Logos and Resources](https://www.samsara.com/resources/brand-assets/) page at: <https://www.samsara.com/resources/brand-assets/>. This Usage Agreement supplements, and is governed by, your agreement with Samsara (“we”, “us”, “our”) for the use of products and services provided by Samsara. Your agreement with Samsara may permit a more limited scope of use of the Samsara Marks than this Usage Agreement describes. For the avoidance of doubt, your agreement with Samsara shall control the scope of your permissible use of the Samsara Marks. Your Terms of Service are those within **Exhibit A1** of your Agreement with Samsara, unless you and we agree to substitute a different agreement through a contract amendment. Terms used but not defined in this Usage Agreement have the meanings given in **Exhibit A1**.

You may not use any Samsara Marks without having agreed to abide by all of the terms and conditions in this Usage Agreement, and unless you do so in accordance with this Usage Agreement. This Usage Agreement does not apply to the use of the “Samsara” name as used in this Agreement, any amendment to this Agreement, or in a Board Letter, and any related attachment thereto, used to approve this Agreement.

1. Permission to Use Samsara Marks

Samsara Marks are important assets of Samsara’s business and are protected by U.S. and international laws. You are licensed to use the Samsara Marks as described in this Usage Agreement on a non-exclusive, non-transferable basis. However, your use is subject to the terms set out in this Usage Agreement, and we may terminate your license to use Samsara Marks via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the products and services provided by Samsara. Upon termination of the license to use Samsara Marks, you agree to promptly remove any Samsara Marks from any websites or applications, or other material within a reasonable time. Termination of the license to use Samsara Marks does not require you to remove Samsara Marks from documents that would be considered public records under the applicable public records act(s).

2. Proper Use of Samsara Marks

Proper Use: You may only use the Samsara Marks: (1) to let others know that Samsara provides products and services for your business, (2) to let others know that you are a Samsara partner (if and only if you are in fact a Samsara partner) on your website, in a press release, in a blog post, or in a social media post, and/or (3) if you are a media outlet, for publicity purposes such as in a press article, in a social media post, or on your website. All Samsara Marks should

directly link to our homepage at www.Samsara.com. We ask that you provide proper trademark attribution crediting ownership of the Samsara Marks to us, such as:

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

Brand Guidelines: You may not display the Samsara Marks in a way that implies a common, descriptive, or generic meaning. You must always use the SAMSARA mark as an adjective never as a verb or noun - except when using SAMSARA to refer to our company. We may also provide you with style or usage guidelines describing such things as size, color, or relative placement of Samsara Marks. You may only use the Samsara Marks consistent with those guidelines except where we expressly agree otherwise with you in writing. You will update your use of the Samsara Marks to conform to changes in the guidelines within a reasonable time after we provide you notice of the change.

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

3. Impermissible Uses of Samsara Marks

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

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

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

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

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

In addition to protecting the Samsara Marks, it is important to us that you maintain your independent brand. Even where use of Samsara Marks is permitted, you must prominently use your own marks in a manner that makes your brand or any other descriptor of your goods/services clearly distinguishable from that of Samsara's. For example, "Foo chose to partner with Samsara" or "Widget Company relies on Samsara" are acceptable and emphasize your brand; but use of "Samsara Operations", "Samsara Fleet", or "Samsara Driver" alone or as the most prominent element are unacceptable because they emphasize the Samsara Marks. You may not use the Samsara Marks or any confusingly similar name or trademark with your product, service, company, social media handle, AdWord, or domain name. For instance, you may not use names like "Samsara Business Services", "Samsara Operations" or domains like "getSamsara.com." You may not incorporate the Samsara Marks into your own product name, service name, trademarks, logos, or company name.

4. No Warranties

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

5. Your Liability For Third-Party Claims

You will indemnify Samsara, its affiliates, and their respective employees and agents (each a "Samsara Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Samsara Entity that results from your impermissible use of any Samsara Marks, as described in Sections 2 and 3 above, including any third-party Claims based on trademark or copyright infringement, dilution, passing off, counterfeiting, or unfair competition. You will also be responsible for, and will fully reimburse the Samsara Entities for, any liability incurred by the Samsara Entities in connection with such Claims.

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

6. Contacting Us

If you have any questions about this Usage Agreement, please don't hesitate to contact us at [legalnotices\(at\)Samsara.com](mailto:legalnotices(at)Samsara.com).

7. Other Legal Provisions

Except as otherwise agreed upon in writing between you and us, this Usage Agreement is the entire agreement between you and us regarding your use of the Samsara Marks. You may not transfer this Usage Agreement to any third party. This Usage Agreement is governed by the laws and dispute provisions specified in the Terms of Service (**Exhibit A1**), which are incorporated into this Usage Agreement by reference. If any provision or portion of this Usage

Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

EXHIBIT B PAYMENT ARRANGEMENTS

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a base contract amount of \$221,885.18, as specified in **Exhibit B1**, attached hereto and incorporated by this reference.

B. County may request additional services within the scope of **Exhibit A** or amendments to the services set forth in **Exhibit B1** only upon written approval by the Director of Public Works, or his designee, in an amount not to exceed \$20,000 (Contingency Fund). County may request such additional services or amendments to the services through submitting an Order Form to Samsara, which are subject to Samsara's acceptance. The period of performance for any Order Form shall not exceed the Term of this Agreement. Order Forms, Quotes, and Purchase Orders for additional or amended services shall not be used to otherwise amend this Agreement.

C. The total amount payable by County for all services rendered under this Agreement shall not exceed \$241,885.18 (Total Agreement Amount). This Total Agreement Amount is inclusive of \$178,589.79 that was previously paid under Santa Barbara County **Purchase Order No. #CN10197** but this Agreement hereby otherwise cancels, nullifies, and supersedes **Purchase Order No. #CN10197**. Purchase Order #CN10197 is attached to this Agreement as **Exhibit B2**.

D. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **Exhibit A**. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE all invoices or certified claims on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number.

D. [Reserved.]

E. Fees are payable by wire transfer. All transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by ACH, in which case the processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, CONTRACTOR may suspend the Service until late payments are remitted. Unless otherwise set forth in the Agreement or in the applicable Order Form, all payments made to CONTRACTOR under an Order Form are non-refundable.

F. If COUNTY makes a payment without specifying to which invoice it applies, CONTRACTOR reserves the right to apply such payment to any outstanding COUNTY invoice(s). COUNTY is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If CONTRACTOR has the legal obligation to pay or collect Taxes for which COUNTY is responsible under this section, CONTRACTOR will invoice COUNTY and COUNTY shall reimburse CONTRACTOR for any taxes paid or payable on behalf of COUNTY. Unless required by applicable law, CONTRACTOR will not provide retroactive Tax refunds or credits to COUNTY. Subject to applicable legal requirements, any Tax refund or credits provided to COUNTY shall be at CONTRACTOR's sole discretion, and CONTRACTOR reserves the right to charge the COUNTY reasonable fees and costs associated with processing such Tax refund or credit.

Exhibit B1: Samsara Services and Rates

Exhibit B2: Purchase Order No. #CN10197

EXHIBIT B1
Quote Q-2090718

[see attached]



The Connected Operations Cloud

Quote #: Q-2090718

Renewed contract: 00259683

Issued Date: 07-03-2025

Expires 08-01-2025

Prepared For:

County Of Santa Barbara
123 E. Anapamu Street
Santa Barbara,
California
93101

Prepared By:

Stefan Dolinsky
stefan.dolinsky@samsara.com

Cost Overview

License Term: 12 Months
License End date: 06-30-2026

License Cost USD \$203,098.56

Hardware and Accessories USD \$0.00

Estimated Shipping and Handling USD \$0.00

Estimated Total Sales Tax USD \$18,786.62

Estimated Upfront Payment USD \$221,885.18



Product Overview

Licenses	List Price	Discount %	Net Unit Price	Total Price
License for Vehicle Gateways LIC-VG-ENT• QTY: 320	\$528.00	39.409%	\$319.92	\$102,374.40
License for Forward-Facing Dash Camera LIC-CM1-ENT• QTY: 304	\$528.00	39.386%	\$320.04	\$97,292.16
License for Samsara Dome Camera LIC-SC11• QTY: 4	\$300.00	39%	\$183.00	\$732.00
License for Site Gateway Lite LIC-SG1x• QTY: 2	\$2,760.00	51.087%	\$1,350.00	\$2,700.00
Total Price:				\$203,098.56

LIC-CM1-ENT: License for forward-facing dash cam, includes support, software updates, and hosted cloud service. Full HD video with low-light recording for night vision. Built-in audio speaker supports optional in-cab alerts for driver coaching. Advanced edge computing allows for live scene analysis and object detection. On-demand video available for up to 75 hours of drive time.

LIC-SC11: License for Samsara Dome Camera - Annual License for Samsara Dome Cameras. 5 megapixels Dome IP Site Camera.

LIC-VG-ENT: License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity. The Vehicle Gateway provides live GPS tracking, FMCSA-registered ELD capabilities, engine diagnostics, a built-in WiFi hotspot, driver workflows, advanced analytics, customizable reports, and mobile.

LIC-SG1x: License for Site Gateway Lite - Annual License for Site Gateway Lite. AI network video recorder with support for up to 8 streams and 30 days of video storage.

EXHIBIT B2
Purchase Order #CN10197

[see attached]



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

Order CN10197

Order date

12/9/2024

Delivery address

Santa Barbara County
PW ADMIN
123 E ANAPAMU ST
SANTA BARBARA, CA
93101

805-568-3128

Vendor

126753
SAMSARA

PO BOX 735462
DALLAS
TX
75373

Bill To

Santa Barbara County
123 E ANAPAMU ST SANTA BARBARA, CA 93101 805-568-3128

Refer Inquiries to Buyer

Christian Garcia
cgarcia@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000206-SOFTWARE LICENSE	Contract to provide license, support, maintenance, software updates, hosted service, training resources, and cellular connectivity for forward-facing dashcams as per Samsara's attached quote dated 10/24/2024.	2025-10-23	1.00	Lot	178,589.79	178,589.79

Order Total USD

178,589.79

GENERAL: The contract is to provide license, support, maintenance, software updates, hosted service, training resources, and cellular connectivity for forward-facing dashcams as per Samsara's attached quote (Q-1029308) dated 10/24/2024.

CONTRACT PERIOD: The start date is as directed. The termination date, as directed, is NO LATER THAN 10/23/2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$178,859.79. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 29) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000).

The County has an Environmentally Preferred Purchasing Policy (EPPP) that encourages the use of products/services that promote sustainable green practices. The general goals of this policy are to reduce toxicity, conserve natural resources, materials and energy, and maximize recyclability and recycled content. To view our complete EPP policy, visit: <https://www.countyofsb.org/4370/Environmentally-Preferable-Purchasing-Po>.

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) *A. Eltoukhy*

Print Name/Title: Adam Eltoukhy Date: December 13, 2024

Applicable License # (Medical/Contractor/Etc.): N/A

Phung Loman
COUNTY OF SANTA BARBARA



Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

Invoice #310519553447961

Total	\$178,859.79
Amount Paid	\$0.00
Balance	\$178,859.79
Currency	USD

Bill To
Karen Leichtweis
County Of Santa Barbara
123 E. Anapamu Street
Santa Barbara CA 93101
United States

Ship To
Multiship

BANKING

ACH:	Wire Transfers:	Check Remittance Address:	Overnight Courier
Bank Routing Number: 322271627	Bank Routing Number: 021000021	Samsara Inc.	JPMorgan Chase (TX1-0029)
Account Number: 626326760	SWIFT Code: CHASUS33	P.O. Box 735462	ATTN: Samsara Inc. 735462
Account Name: Samsara Inc.	Account Number: 626326760	Dallas, TX 75373-5462	14800 Frye Road, 2nd Floor
	Account Name: Samsara Inc.	Note: UPS Next Day Air cannot be delivered to PO Boxes	Ft Worth, TX 76155

Please reference your invoice number(s) on your remittance advice when paying Samsara. Please be sure and send your remittance advice to remittances@samsara.com

Contract Terms

Invoice Date	Due Date	Terms	Order Number	PO #	Quote #
10/24/2024	11/23/2024	Net 30	S-1233186	CN6442	Q-1029308
License Start Date	License End Date	Sales Rep	Shipping Method	Billing Period	
10/24/2023	10/23/2026	1002476 Stefan Dolinsky		10/24/2024 - 10/23/2025	





samsara

Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

License	Per Item Cost	Quantity	Tax Amount	Total
<hr/>				
LIC-CM1-ENT License for forward-facing dash cam, includes support, software updates, and hosted cloud service Ship To: 123 E Anapamu St Santa Barbara California 93101	320.04	20	560.07	6,960.87
<hr/>				
LIC-VG-ENT License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity Ship To: 123 E Anapamu St Santa Barbara California 93101	319.92	210	5,878.53	73,061.73
<hr/>				
LIC-VG-ENT License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity Ship To: 123 E Anapamu St Santa Barbara California 93101-2025	319.92	1	28.00	347.92
<hr/>				
LIC-VG-ENT License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity Ship To: 123 E Anapamu St Santa Barbara California 93101	319.92	2	55.99	695.83
<hr/>				
LIC-VG-ENT License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity Ship To: 123 E. Anapamu St SANTA BARBARA California 93101	319.92	7	195.95	2,435.39
<hr/>				
LIC-CM1-ENT License for forward-facing dash cam, includes support, software updates, and hosted cloud service Ship To: 123 E Anapamu St Santa Barbara California 93101-2025	320.04	224	6,272.78	77,961.74
<hr/>				
LIC-CM1-ENT License for forward-facing dash cam, includes support, software updates, and hosted cloud service Ship To: 123 E Anapamu St Santa Barbara California 93101-2025	320.04	1	28.00	348.04
<hr/>				





Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

License	Per Item Cost	Quantity	Tax Amount	Total
<hr/>				
LIC-CM1-ENT License for forward-facing dash cam, includes support, software updates, and hosted cloud service Ship To: 123 E. Anapamu St SANTA BARBARA California 93101	320.04	4	112.01	1,392.17
<hr/>				
LIC-VG-ENT License for VG-series gateways, includes support, software updates, hosted service, and cellular connectivity Ship To: 123 E Anapamu St Santa Barbara California 93101-2025	319.92	45	1,259.68	15,656.08
<hr/>				
			Subtotal	\$164,468.76
			Shipping	0
			Tax	\$14,391.03
			<hr/>	
			Total	\$178,859.79
			<hr/>	
			Currency	USD





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

QUOTE #Q-1029308

Issued 10-06-2023

Expires 10-12-2023

Prepared For:
County Of Santa Barbara
123 E. Anapamu Street
Santa Barbara, California
93101

Prepared By:
Stefan Dolinsky
stefan.dolinsky@samsara.com

Quote Summary		Subtotal
Hardware and Accessories		\$0.00
Licenses License Term – 36 Months		
Shipping and Handling Tax		
Shipping and Handling		\$0.00
Upfront Hardware Sales Tax		\$0.00
Annual License Sales Tax		\$0.00
First Year Payment		\$164,468.76
Payments Beginning Year Two		\$164,468.76

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

SHIP TO			
Hardware and Accessories	Quantity	Net Unit Price	Total Price
		Hardware Due	0

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Forward-Facing Dash Camera LIC-CM1-ENT	224	\$320.04	\$71,688.96
License for Vehicle Gateways LIC-VG-ENT	210	\$319.92	\$67,183.20
License for Vehicle Gateways LIC-VG-ENT	45	\$319.92	\$14,396.40
License for Forward-Facing Dash Camera LIC-CM1-ENT	20	\$320.04	\$6,400.80
License for Vehicle Gateways LIC-VG-ENT	7	\$319.92	\$2,239.44
License for Forward-Facing Dash Camera LIC-CM1-ENT	4	\$320.04	\$1,280.16
License for Vehicle Gateways LIC-VG-ENT	2	\$319.92	\$639.84
License for Vehicle Gateways LIC-VG-ENT	1	\$319.92	\$319.92
License for Forward-Facing Dash Camera LIC-CM1-ENT	1	\$320.04	\$320.04
		Annual License Due	\$164,468.76



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

Thank you for considering Samsara

The Samsara platform provides real-time visibility, AI safety programs, and powerful analytics that enable customers to increase the safety, sustainability, and efficiency of their operations. A solution for your business is proposed below.

What is included?

Samsara's connected operations solution may include cellular gateways and/or other hardware devices, hardware accessories, and a per-device license. Licenses provide all applicable ongoing elements of the service, including:

- Real-time sensor data
- Cellular data connectivity for cellular gateways
- Access to the Samsara Hosted Software dashboard and mobile Apps
- Over-the-air software updates and Firmware upgrades
- API access for integration with 3rd party systems as they relate to your licenses
- Support and maintenance for Samsara Products
- Access to training resources

Wifi Data Usage

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



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

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a 3% processing fee. 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 or as determined by Samsara. 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. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the 'Terms



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

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.

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



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

Notification of Confidentiality

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

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:

Signature

Print Name:

Date:



**STANDARD TERMS & CONDITIONS
FOR INDEPENDENT CONTRACTORS**

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") by its Purchasing Division ("Purchasing"), and the individual or entity identified on the Contract form to which this document is attached ("CONTRACTOR"), including CONTRACTOR's agents, employees or sub-contractors. **CONTRACTOR's signature on the Contract form means CONTRACTOR has read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide services to COUNTY, and COUNTY agrees to pay CONTRACTOR, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR will perform all of CONTRACTOR's services under this Contract as an independent contractor and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** CONTRACTOR must submit CONTRACTOR invoice(s), which **must include the contract number** COUNTY assigns (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from presentation of invoice.
4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR will be subject to required nonresident withholding for services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or unless CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.
5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and will not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will employ no person having any such interest. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest.
6. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COUNTY will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR will not release any materials under this paragraph except after COUNTY's prior written approval.
 - A. No materials, inventions or data produced in whole or in part under this Contract will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
 - B. COUNTY will have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder. CONTRACTOR warrants that any items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.
 - C. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions (Section 6, including subdivisions A-C) shall survive any termination of this Contract. Notwithstanding the above, CONTRACTOR will retain exclusive interest in and ownership of its intellectual property, including Products and Samsara Software, and related technical documentation, including all improvements, modifications, and derivative works thereof.
7. **COUNTY PROPERTY.** COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and/or required by this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.
8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY. If federal, state or COUNTY audit exceptions are made relating to this CONTRACT, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.
9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit C attached hereto and incorporated herein by reference.
10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.
11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.
12. **NON-ASSIGNMENT.** CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

13. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice 12 months after the start of the agreement or after paying the fees in full. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. In addition to the service level obligations set forth in Samsara's Hosted Software SLA available at <https://www.samsara.com/hosted-software-sla>, in the event that Samsara fails to have a greater than 90% Hosted Software Monthly Uptime Percentage caused by at least three separate and unrelated incidents for any three (3) consecutive months, then Customer may terminate this Order Form upon written notice to Samsara within thirty (30) days from the last day of the last month where such uptime guarantee was not met and thereafter request a Refund.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From COUNTY:* Either Designee or Purchasing must send or deliver any required notice to CONTRACTOR at the address last known to the sender. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract, including its attachments, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.

21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and

capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and all formal requirements necessary to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

EXHIBIT C**Indemnification and Insurance Requirements
(For Information Technology Contracts)****INDEMNIFICATION**

CONTRACTOR will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against COUNTY ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify COUNTY for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against COUNTY. CONTRACTOR's obligations under this section are contingent upon: (a) COUNTY providing CONTRACTOR with prompt written notice of such Claim; (b) COUNTY 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. In the event that CONTRACTOR's right to provide the Products is enjoined or in CONTRACTOR's reasonable opinion is likely to be enjoined, CONTRACTOR 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 COUNTY and COUNTY will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF CONTRACTOR AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. 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 supplied by CONTRACTOR; (c) COUNTY's failure to use updated or modified versions of the Products provided by CONTRACTOR; (d) CONTRACTOR's compliance with any designs, specifications or plans provided by COUNTY; or (e) COUNTY's use of the Products other than in accordance with this Agreement or any Documentation.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be

sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT C

Insurance Requirements (For Information Technology Contracts)

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance

at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **[Reserved]**
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.