

# Software License Agreement and Terms of Service

Please note: This Software License Agreement and Terms of Service (“Terms”) govern the sale and use of Samsara products and services for customers who finance their purchase through VAR Technology Finance. If you have not executed an Equipment Financing Agreement with VAR Technology Finance, please refer to our standard Terms of Service, posted online at [www.samsara.com/pdf/terms-of-service.pdf](http://www.samsara.com/pdf/terms-of-service.pdf), as they govern your use of our products and services.

Welcome to Samsara. Please read these Terms and our Privacy Policy ([www.samsara.com/privacy](http://www.samsara.com/privacy)) carefully because they govern your use of our products and services. You are purchasing Samsara Products and Services and you have chosen to finance your purchase rather than make an up-front cash purchase. We have requested that the Lender provide you with a copy of these Terms for your convenience

## Definitions

**“Account”** means the account you create, via our hosted services, to access your Hosted Software and Customer Data.

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

**“Software Application”** means the licensed software that stores and manages your Customer Data.

**“Customer”** means the company or legal entity for which you are accepting these Terms, and affiliates of that company or entity.

**“Customer Data”** means data captured by your use of the Hardware, data entered by you into Apps and Hosted Software, and the analysis, reports, alerts, and other derivatives of the data generated by the Products.

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

**“Lender”** means VAR Technology Finance or any other lender financing your acquisition of the Hardware and/or Services.

**“License”** means the right to use the licensed Apps, Software Application, and Firmware under these Terms.

**“License Term”** means the duration of your License, in months, shown on your Purchase Agreement.

**“Hardware”** means the Samsara hardware devices such as gateways, sensors, and accessories, that you have purchased from Samsara or have otherwise acquired.

**“Hosted Software”** means the licensed Software Application that is hosted by Samsara, including the web-based interface accessed online at [cloud.samsara.com](http://cloud.samsara.com).

**“Products”** means all Hardware, Firmware, Apps, and License.

**“Purchase Agreement”** means the document you sign to complete the purchase of the Products and Services, and / or the invoice for the Products and Services.

“**Samsara**” and “we”, “us” or similar words means and refers to Samsara Networks, Inc.

“**Services**” means hosting of the Software Application and the customer support services described at [www.samsara.com/support](http://www.samsara.com/support).

### **Agreement to Terms**

When you sign and return the financing documents to the Lender, you are (i) authorizing the Lender to make payment to Samsara for your account for the Products and Services and (ii) as a condition to the Lender’s making such payment, you agree to be bound by these Terms. If you, an individual, are accessing and using the Products on behalf of a company (such as your employer) or other legal entity which is our Customer, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms.

You may not purchase or use any of the Products or Services if you are our direct competitor, as determined in our sole discretion, except with our prior written consent. In addition, you may not access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

### **Obligations to Lender**

**Anything herein to the contrary notwithstanding, you acknowledge and agree that the Lender is not affiliated in any way with Samsara and is not involved in your decision to acquire any Products or Services. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim. You acknowledge and agree that when you sign the financing documents with the Lender, the Lender is prepaying for Services on your behalf and such prepayment is final and cannot be refunded. You accept the risk that any Services are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara’s obligations to you under these Terms. If you have any claim against or dispute with Samsara, you may not take action by reason of such claim against the Lender, withhold payments to the Lender or otherwise involve the Lender in such claim or dispute. No representation by a representative of Samsara regarding any agreement between you and the Lender is authorized by, enforceable against, or binding on the Lender.**

### **License and Sale**

Subject to the terms and conditions specified in your Purchase Agreement and these Terms, Samsara (i) acknowledges your purchase of the Hardware (ii) grants you non-sublicensable, non-exclusive, non-transferable licenses for the License Term to use the Firmware on the Hardware (the “**Firmware Licenses**”), Software Application, and Apps and (iii) agrees to provide hosting and support for the duration of the License Term..

The Firmware is licensed, not sold. You own the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. The Firmware is protected by United States copyright law and international treaties.

Conditioned upon your compliance with these Terms, Samsara grants you a non-exclusive and non-transferable license to use the Firmware in connection with the Services. Samsara reserves all rights in the Firmware, Hosted Software and Apps not expressly granted to you in these Terms.

You acknowledge and agree 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. Accordingly, you agree not to disassemble, decompile or reverse engineer the Firmware, in whole or in part, or permit or authorize a third party to do so.

### **Hardware Installation**

Depending on your intended use of the Products, you may require professional installation of the Hardware. If you are unable to install the Hardware, or if you are uncertain that you have the requisite skills and understanding, you agree to consult with a qualified installer. Improper installation can lead to damage of the equipment into which you are installing the hardware or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Samsara's liability is limited under these Terms as described below.

### **Software Updates**

Samsara may from time to time update the Hosted Software, cause Firmware updates to be automatically installed onto your Samsara Hardware, and update the Apps installed on your mobile devices and available for download via Google Play and the Apple App Store. These updates may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to you. You hereby consent to such automatic updates.

### **Payment, Shipping, and Delivery**

The products to be financed are set forth in your Purchase Agreement and may also be listed on the financing agreement with the Lender. The financing payments and billing terms are set forth in your financing documents with the Lender. Customer is responsible for all payments of applicable taxes, however designated or incurred under this Agreement, and Customer shall reimburse Samsara for any taxes paid or payable by Samsara on behalf of Customer.

All shipments are FOB origin, freight pre-paid and added to the invoice.

### **Registration and Your Information**

In order to use the Products, you will need to create an Account. You can do this via the Hosted Services. In order to access your Customer Data, you will need to log into your Account.

You agree that you will not disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

### **Privacy Policy**

Please refer to our Privacy Policy ([www.samsara.com/privacy](http://www.samsara.com/privacy)) for information on how we collect, use and disclose information from our users and Account holders.

### **Customer Data**

Your Customer Data is accessible via the Apps and Hosted Software. You own all Customer Data, and we will keep your Customer Data confidential. In order for us to provide the Services to you, you hereby grant to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute your Customer Data in connection with operating and providing the Services. We will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Customer Data. We will never share your Customer Data without your consent, except when the release of data is compelled by law. Samsara may access your Customer Data as necessary to troubleshoot and improve the Services.

You may export your Customer Data at any time through the export features in the Samsara dashboard or via our API. While we aim to make as much of your Customer Data as possible available for export, you acknowledge that some information may not be exportable via the Samsara dashboard or the API. Please contact Support for information on how long your Customer Data will be stored by Samsara.

Customer Data generated during a free trial may be deleted immediately upon completion of the trial, unless you purchase the trial equipment and license prior to the trial's expiration. If your License Term expires and you do not renew, your Customer Data may be immediately deleted. You acknowledge that not all Customer Data is intended for long-term storage. Contact Samsara support if you have questions about what data is being stored.

### **Confidentiality**

Samsara agrees not to share your Customer Data. Additionally, Samsara agrees not to share any data or information that you provide to Samsara for the purpose of evaluating, procuring, or configuring the Services. Examples of such information include makes and models of your vehicles or equipment, your address book or CRM data, vehicle routes, or similar information. However we may disclose this information if we are compelled by law to do so.

### **General Prohibitions and Samsara's Enforcement Rights**

You agree not to do any of the following without Samsara's express prior written consent:

- Resell, white label, or reproduce the Services or any individual element within the Services, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Services;
- Access, tamper with, or use non-public areas of the Services, Samsara's computer systems, or the technical delivery systems of Samsara's providers;
- Attempt to probe, scan or test the vulnerability of any Samsara system or network or breach any security or authentication;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Samsara or any of Samsara's providers or any other third party (including another user) to protect the Services;
- Transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party
- Disassemble, decompile or reverse engineer the firmware, in whole or in part, or permit or authorize a third party to do so;
- Hack into, disable, disrupt, or access without authorization any part of the Services, or attempt any of the foregoing;
- Attempt to decipher, decompile, disassemble or reverse engineer any aspect of the Services;
- Impersonate or misrepresent your affiliation with any person or entity;
- Use the Services if you are our direct competitor, as determined in our sole discretion;
- Access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

### **Links to Third Party Websites or Resources**

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

### **Term**

The term of these Terms begin when your license term begins, and shall continue until your License Term ends, you deactivate your Account and stop using the Products and Services, or until terminated earlier as provided in these Terms.

### **Termination**

We reserve the right to deactivate your Account and terminate your access to and use of the Service if you are in breach of these Terms or if you violate the terms of any agreement between you and the Lender. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in your Purchase Agreement and any other Financing Agreement you have signed to finance the acquisition of the Products.

Upon any termination, discontinuation or cancellation of Services or your Account, the following provisions of these Terms will survive: Payment, Customer Data, Ownership of the Services, General Prohibitions and Samsara's Enforcement Rights, Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, and General Terms.

### **Warranty Disclaimers**

EXCEPT FOR THE HARDWARE WARRANTY AND HOSTED SOFTWARE SLA PUBLISHED ON OUR WEBSITE AT [www.samsara.com/support](http://www.samsara.com/support), THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

### **Limitation of Liability**

NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, 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 THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SAMSARA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO SAMSARA FOR USE OF THE PRODUCTS AND SERVICES, OR IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), OR ONE HUNDRED DOLLARS (\$100).

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

### **Dispute Resolution**

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or your use of the Services will be the state and federal courts located in San Francisco County, California, United States, and both parties consent to the jurisdiction of such courts with respect to any such actions.

### **General Terms**

These Terms together with any applicable Purchase Agreement constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Services. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms or the License, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer the License or such rights, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

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

### **Contact Information**

If you have any questions about these Terms or the Services, please contact Samsara at [info@samsara.com](mailto:info@samsara.com) or by mail at 444 De Haro St., San Francisco, CA 94107.