

## TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT (the "Agreement") effective this 20th day of January , 2023 is made and entered into by and between the Warren County Board of Education ("Board") and Samara Inc., d/b/a/ Education Logistics, Inc. (the "Contractor").

### **RECITALS**

**WHEREAS**, Board is a local board of education working to provide public schools within its local school administrative unit as directed by law.

**WHEREAS**, Contractor is a Montana corporation in good standing in the business of providing Student Transportation Resource Management, and other related services with a principal place of business at 3000 Palmer Street Missoula, MT 59808.

**WHEREAS**, Contractor desires to provide its services to Board and Board desires to obtain such services.

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

### **AGREEMENT**

1. CONTRACTOR'S SCOPE OF SERVICES. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

a. The services to be performed are as set forth in Contractor's Order Form Number NCWARR — 2023-1 which is attached hereto as Exhibit 1 (23 pages in its entirety) and incorporated herein by reference. The Contractor and Board agree that this Agreement shall be supplemented by a separate terms of service agreement ("Terms of Service") as referenced in the Terms section of Exhibit 1, which is incorporated herein by reference. Additional Contractor's Order Forms may be executed in connection with and subject to this Agreement.

2. CONTRACTOR'S COVENANTS. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

a. Contractor shall, in performing services under this Agreement, exercise the highest degree of care and perform such services in an expert fashion.

b. Contractor shall maintain such supplies, equipment and employees as are necessary to perform of the services provided for herein. Contractor warrants its services and warrants that the Contractor will perform substantially in conformance

with Board's specifications as presented in Contractor's Order Form and Terms of Service. In the event any non-conformance cannot be corrected within 10 business days of written notice to Contractor, Contractor shall take all steps required to correct the problem and Board shall be entitled to a refund for services and expenses.

c. Contractor shall provide equipment per Contractor's Proposal.

d. The services provided shall not violate or in any way infringe on the rights of third parties.

e. Contractor understands and agrees that Board shall have the right to modify the requested services required under this Agreement, which Contractor will use good faith efforts to satisfy.

f. Contractor has obtained and shall maintain insurance to sufficiently protect Contractor and Board from any and all potential claims or damages, including but not limited to Worker's Compensation, Comprehensive General and Contractual Liability Insurance in no event less than the amount of \$1,000,000 or more for each occurrence with an insurer having a "Best Policyholders" rating of A- or better. Board shall be named as an additional insured on the Certificate of Insurance. Copies of certificates of insurance shall be provided to Board and shall include the following:

- (1) Name of insurance company, policy number, and expiration date;
- (2) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (3) A statement indicating that Board shall receive thirty (30) days' notice of cancellation or significant modification of any of the policies which may affect Board's interest;
- (4) A statement confirming that Board has been named an additional insured (except for Workers' Compensation) on all policies; and
- (5) A statement confirming that Board, its agents and employees have been provided a waiver of any rights of subrogation which Consultant may have against them.

g. Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.

h. Contractor has all necessary corporate power and authority to enter into and perform this Agreement.

i. Contractor agrees that no license or right is granted to Contractor, either expressly or by implication to publish or reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform any of the works described in the preceding paragraph, except pre-existing materials of Contractor, either during or after the term of this Agreement.

j. Contractor understands that Board does not wish to receive from Contractor any information which may be considered confidential or proprietary to Contractor or any third party. Contractor represents and warrants that any information disclosed or provided by Contractor to Board is not to Contractor's knowledge confidential or proprietary to Contractor or to any third party.

k. Contractor's representations and warranties, in addition to the aforementioned, are included in the Terms of Service incorporated herein as well as the Hardware Warranty and RMA Policy and Hosted Software SLA described in the Terms of Service. Contractor shall indemnify and hold harmless Board from any and all liability, loss, costs, damage, judgment, or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such claims by any third parties and/or which are based upon, or are the result of any breach of the warranties contained in this Subsection. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. In the event of a breach, Consultant shall, at no additional cost to Board replace or modify the Product with a functionally equivalent and conforming Product, obtain for Board the right to continue using the Product, and in all other respects use its best efforts to remedy the breach.

l. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to Board who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement.

3. PAYMENT OF FEES. Board and Contractor agree that Contractor shall be paid according to the terms outlined in Edulog Order Form Number NCJOHN — 2022-1

or a total amount not to exceed \$53,959.00 during the contract term without prior written approval by the Warren County Board of Education.

4. TERM. This Agreement shall commence on January 20, 2022, and end June 30, 2024, unless otherwise terminated as provided herein.

5. Board's COVENANTS. Board covenants and agrees to be responsible for the following:

- a. Board shall grant access to equipment as needed with the prior approval of Board's designee.
- b. Board reserves the right to exercise prior approval of scheduled services.
- c. Board shall have the right to request written reports at any time during the performance of this Agreement which shall be furnished within seven (7) days after such request, in the manner directed, describing progress, status of costs, data, and other matters pertaining to the services rendered, at no additional cost to Board.

6. INDEMNIFICATION. Contractor shall indemnify, defend and save harmless Board against any and all claims, actions, demands, costs, damages, loss, or expense of any kind whatsoever, in whole or part to the extent resulting from or connected with any negligent acts under this Agreement or from the negligent omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Board in connection with the defense of said matters. Board shall not in any event, be liable in damages for business loss or other incidental, indirect, special, punitive or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Contractor, and anyone claiming by or through it, expressly waives all claims to such damages.

7. EVENTS OF DEFAULT. This paragraph shall not limit the Board's right to terminate this Agreement as provided in the foregoing sections of this Agreement. The occurrence of any one of the following events shall constitute an event of default allowing either party to terminate this Agreement upon fifteen (15) days written notice to the other party:

- a. A party's failure to provide payment or services required under this Agreement or a party's material breach of its obligations under this Agreement and a failure to cure such failure or breach within seven (7) days after written notification of such failure or breach.
- b. A party's purported unauthorized transfer or assignment of this Agreement or any rights or obligations under this Agreement.

c. A party or any agent or employee of that party commits, during the course of performance of any activity for or on behalf of the other party, any act punishable by fine or imprisonment under state or federal law.

d. A party or any agent or employee of that party commits an act or omission, in the course of its performance hereunder, that endangers or threatens the health and safety of others.

e. A party or any agent or employee of that party commits an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice.

f. Any discovery that any material representation by a party is materially misleading or inaccurate, or a party's failure to perform any material covenant, obligation, term or condition contained in this Agreement.

g. A party's cessation of doing business as a going concern, assignment for the benefit of creditor's, admission in writing of its inability to pay debts as they become due, filing of a petition in bankruptcy or appointment of a receiver, acquiescence in the appointment of a trustee or liquidator of it or any substantial part of its assets or properties.

8. RIGHTS UPON TERMINATION. Upon the occurrence of an event of default, the non-offending party shall have the right to terminate the Agreement upon fifteen (15) days written notice to the other party, and seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies available to it.

9. NONAPPROPRIATION. Board agrees, if necessary, to duly request the appropriation of funds for all payment amounts specified in this Agreement. Notwithstanding anything to the contrary herein, if the funds Board requests for a fiscal year are not appropriated, Board will not be obligated to pay amounts due beyond the end of the last funded fiscal year. If a nonappropriation of this kind occurs, Board will notify Contractor, the Agreement will terminate at the end of the last fiscal year for which funds were appropriated, and Board will not be in default notwithstanding the default provisions that might otherwise appear herein.

10. RECORDS AND CONFIDENTIALITY OF STUDENT INFORMATION. The Contractor agrees that all student and personnel data obtained in the course of providing services to Board under this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and Board's policies. Contractor will comply with all FERPA, federal, state law governing data security



such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Board without further financial liability to Contractor.

15. APPLICABLE BOARD OF EDUCATION POLICIES. Contractor acknowledges that the Board has adopted policies governing conduct on Board property and agrees to abide by any and all relevant Board policies while on Board property. Contractor acknowledges that Board's policies are available on the Board's website.

16. NO THIRD PARTY BENEFICIARIES. Nothing herein is intended or shall be construed to confer upon or to give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under this Agreement.

17. SEVERABILITY. Unless otherwise expressly provided herein, the rights of the parties hereunder are several rights, not rights jointly held with each other or with any other party. Any invalidity, illegality or limitation of the enforceability of any part of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement in all other respects.

18. FORCE MAJEURE. Neither party shall be liable to the other by reason of any failure of performance hereunder if such failure arises out of the acts of governmental authority, acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, fires, unavailability of energy resources, riots, war, or events of similar nature. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such *force majeure*. In the event a school facility is damaged by fire, weather, or by events of a similar nature to those described in this paragraph and this substantially prevents Board's use of Contractor's service, Board shall have the option of suspending payments due under the Agreement for the time period use is substantially prevented or terminating the Agreement immediately without penalty or further expense.

19. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto.

20. WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. All remedies provided for in this Agreement shall be cumulative and, in addition to any remedies available to either party at law, in equity or otherwise.



21. ASSIGNMENT. This Agreement may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, it shall be binding on the assignee and his heirs.

22. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without regard to any principles of conflicts of laws that would make applicable the law of any other jurisdiction. Further, the parties irrevocably agree that any legal action or proceedings brought by or against them with respect to this Agreement or its subject matter shall be in the United States District Court for the Eastern District of North Carolina and, by execution and delivery hereof, the parties hereby irrevocably submit to each such jurisdiction and hereby irrevocably waive any and all objections which they may have with respect to such proceedings in any of the courts of North Carolina identified above.

23. BINDING. All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties, their respective heirs, representatives, successors, and assigns.

24. FURTHER ASSURANCES. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated herein.

25. HEADINGS. The articles and section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

26. RELATIONSHIP OF PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained herein shall be construed to (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make Contractor an agent of the Warren County Public Schools for any purpose whatsoever except as otherwise agreed in writing by the parties hereto.

27. ENTIRE UNDERSTANDING. This Agreement, including the Edulog Order Form Number NCWARR — 2023-1, contains the final expression of the parties' intent and the sole and entire understanding between Contractor and Board. The parties agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, have been merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. **If any term in this Agreement is in direct conflict with any term in the Edulog Order Form Number NCJOHN — 2022-1, the term contained in this Agreement shall take precedence.** The Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto.



IN WITNESS WHEREOF, the parties to this agreement have hereunder set their respective hands on the day and year first above written.

WARREN COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Board Chairperson



ATTEST:

\_\_\_\_\_  
Superintendent

Education Logistics, INC.

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Corporate Secretary

This instrument has been preaudited in the manner required by the School budget and Fiscal Control Act.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of finance officer)



**EXHIBIT 1**  
**EXHIBIT 1**  
**Order Form**

Order Form Number	NCWARR—2023-1
Order Form Effective Date	January 4, 2023
Customer Name	Warren County Schools, NC
Initial Term (in years)	<del>One and a half</del> <u>Three (1.53)</u>

This Order Form is for the purchase of EDULOG’s Products and Services as set forth below. Provision of all Software, Hosted Solution, Hardware, and Services set forth herein is subject to the attached Terms and Conditions and each of the Addenda marked below.

- Software Addendum
- Hosted Solution Addendum
- Hardware Addendum
- Samsara Customer Terms Acknowledgement Agreement

	Unit Price	Units	Total Price (Initial Payment for January 2023 through June 2024)	Annual Price Each Subsequent Year (Before CPI Adjustment-- begins July 2024)
<b>Samsara Telematics (GPS/AVL) System with Edulog Parent Basic App</b>				
<b>On-Vehicle Hardware</b>				
Samsara VG54 Vehicle IoT Gateway	\$ -	55	\$ -	
Hardware Installation	\$ 125.00	55	\$ 6,875.00	
Shipping and Handling	\$ 504.00	1	\$ 504.00	
<b>Software</b>				
Samsara Telematics (includes diagnostics and DVIR) Public Sector Version and Edulog				
Edutracker	\$ 360.00	55	\$ 29,700.00	\$ 19,800.00
Edulog Parent Portal Basic (for 44 vehicles)	\$ 180.00	44	\$ 11,880.00	\$ 7,920.00
<b>Professional Services</b>				
Parent Portal Basic Software Implementation and Project Management Services	\$ 5,000.00	1	\$ 5,000.00	
<b>Subtotal for Telematics (GPS/AVL) System with Parent App</b>			<b>\$ 53,959.00</b>	<b>\$ 27,720.00</b>

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Samsara VG54 Vehicle IoT Gateway	\$ -	55	\$ -	
Hardware Installation	\$ 125.00	55	\$ 6,875.00	
Shipping and Handling	\$ 504.00	1	\$ 504.00	
<b>Software</b>				
Samsara Telematics (includes diagnostics and DVIR) Public Sector Version and Edulog				
Edutracker	\$ 360.00	55	\$ 29,700.00	\$ 19,800.00
Edulog Parent Portal Basic (for 44 vehicles)	\$ 180.00	44	\$ 11,880.00	\$ 7,920.00
<b>Professional Services</b>				
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<b>Subtotal for Telematics (GPS/AVL) System with Parent App</b>			<b>\$ 53,959.00</b>	<b>\$ 27,720.00</b>

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<b>Standard Services</b>			
<b>Standard Services</b>			
Software Hosting		\$ -	\$ -
<b>Subtotal for Standard Services</b>		<b>No Additional Fee</b>	<b>No Additional Fee</b>
<b>GRAND TOTAL FOR ALL OF THE ABOVE (Not Including Sales Tax at 6.75%)</b>		<b>\$ 53,959.00</b>	<b>\$ 27,720.00</b>
<i>The Term for this proposal shall be for a period of three (3) years.</i>			

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with fees paid hereunder. If EDULOG has the legal obligation to pay or collect Taxes for which Customer is responsible hereunder, the appropriate amount shall be invoiced to and paid by Customer, unless it provides EDULOG with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, EDULOG is solely responsible for Taxes assessable against it based on its income, property and employees.

Education Logistics, Inc.  
3000 Palmer Street  
Missoula, MT 59808

Warren County Schools  
109 Cousin Lucy's Lane  
Warrenton, NC 27589

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Terms & Conditions



## 1. DEFINITIONS

“**Customer Data**” means all data or information submitted by Customer to EDULOG under this Agreement, except information that is personally identifiable information as defined in the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g.

“**Documentation**” means EDULOG’s user manuals, handbooks, installation guides, or any other documentation relating to the Software and Hardware provided by EDULOG to Customer under this Agreement.

“**Hardware**” means the tablet(s), GPS device(s), or other hardware provided by EDULOG to Customer as described in the Order Form.

“**Hosted Solution**” means the software-as-a-service offering provided by EDULOG to Customer as described in the Order Form.

“**IP Rights**” means copyrights, patents, trademarks, service marks, trade secrets, know-how, trade dress, trade names, logos, corporate names, domain names, and all other intellectual property rights.

“**Products**” means the Software, Hosted Solution, and Hardware.

“**Services**” means the consulting or other professional services provided by EDULOG to Customer as described in the Order Form.

“**Software**” means the software provided by EDULOG to Customer under this Agreement, including software hosted on Customer’s server, software hosted on a server controlled by EDULOG (“**Hosted Software**”), and software pre-installed on the Hardware, as described in the Order Form.

“**Users**” means users authorized by Customer to use the Products and/or Services.

## 2. ADDENDA

Additional terms and conditions concerning the Products and Services are set forth in the applicable addenda indicated on the cover page of the Agreement (each, an “**Addendum**” and collectively, the “**Addenda**”). Following the Effective Date, the parties may incorporate new Addenda for additional Products and/or Services by expressly referencing such Addenda in the applicable Order Form executed by both parties.

## 3. ORDER FORMS

Customer may order Products and/or Services from EDULOG pursuant to order forms executed by the parties referencing and incorporating this Agreement (“**Order Form(s)**”) and the addendum to this Agreement. EDULOG will provide all Products and Services specified

in one or more Order Forms to Customer in accordance with the terms and conditions of this Agreement.

## 4. FEES AND PAYMENT

4.1. License and/or User Fees. Customer shall pay all fees specified in the Order Form. Fees are quoted and payable in U.S. dollars and, unless specified otherwise in an Order Form, are based on Products and Services purchased and not actual usage. Customer’s payment obligations are non-cancelable, and fees paid are non-refundable, except as provided in this Agreement.

4.2. Invoicing and Payment. Invoiced charges are due net thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with EDULOG. EDULOG will order hardware only upon receipt of payment from Customer for hardware. If Customer is not charged a standalone software implementation fee or not stipulated otherwise in the Order Form, EDULOG will invoice Customer for the first twelve months of software license fees upon signature of the associated Order Form and such fees are related to implementation activities and deemed earned and non-refundable irrespective of software usage.

4.3. Overdue Charges. If any charges are not received from Customer by the due date, then at EDULOG’s discretion after providing seven days written notice: (i) such charges may accrue late interest at the rate of 0.666% of the outstanding balance per month, or, if lower, the maximum rate permitted by law, from the date such payment was due until the date paid.

4.4. Suspension of License/Access and Acceleration. If any amount owing by Customer under this or any other agreement for EDULOG’s Products or Services is thirty (30) or more days overdue, EDULOG may suspend Customer’s license to Software and/or access to Hosted Solution, Hardware, or Services until such amounts are paid in full.

4.5. Taxes. Unless otherwise stated, fees do not include any taxes, levies, duties (including customs duties) or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with fees paid hereunder. If EDULOG has the legal obligation to pay or collect Taxes for which Customer is responsible hereunder, the appropriate amount shall be invoiced to and paid by Customer, unless it provides EDULOG with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, EDULOG is solely responsible for Taxes assessable against it based on its income, property and employees.

4.6. Expenses. If Customer’s staff travels to Montana for

training, all travel and lodging expenses will be the responsibility of the Customer.

## 5. CONFIDENTIALITY

5.1. **Definition.** To the extent allowed by North Carolina's Public Record Laws, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. To the extent allowed by North Carolina's Public Record Laws, EDULOG's Confidential Information shall include, without limitation, the Software and the Hosted Solution; and Confidential Information of each party shall include the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Confidential Information does not include any information that (i) without breach of any obligation owed to the Disclosing Party (a) is or becomes generally known to the public; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is received from a third party by the Receiving Party; (ii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iii) is not deemed confidential pursuant to North Carolina's Public Record Laws.

5.2. **Protection of Confidential Information.** To the extent allowed by North Carolina's Public Records Laws, and except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

5.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so, provided the Receiving Party gives the Disclosing Party reasonably prompt prior notice of such required disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is required by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the

disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 6. LIMITED WARRANTIES AND DISCLAIMERS

6.1. **Limited Warranties.** EDULOG warrants that (i) the Software and Hosted Solution will perform materially in accordance with the Documentation, and the functionality of the Software and Hosted Solution will not be materially decreased during the Term, except that EDULOG shall not be responsible for performance issues relating to slow data speeds and/or poor data connectivity; and (ii) EDULOG will perform the Services in a professional and workmanlike manner in accordance with industry standards.

6.2. **Mutual Warranties.** Each party represents and warrants that (i) it is duly organized and in good standing as a corporation or other entity as represented herein; and (ii) it has the legal power to enter into this Agreement.

6.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, EDULOG MAKES NO EXPRESS WARRANTIES OF ANY KIND.

6.4. **Third-Party Products and Services.** Other than as specifically provided in a Scope of Work or Order Form, EDULOG does not warrant or support third-party products or services. EDULOG is not responsible for the performance of any hardware, software or other materials provided by third parties. Product warranties for third-party products, if any, are provided by the respective manufacturers and not by EDULOG.

## 7. INDEMNIFICATION.

7.1. **Customer Indemnity.** Customer shall indemnify, defend, and hold EDULOG, its directors, officers, employees, and agents harmless from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") resulting from any third-party claim ("Claim") based on Customer's use of the Products or Services, its breach of this Agreement, claims that Customer Data or Customer's other materials infringe or misappropriate the IP Rights of a third party, or its violation of applicable law, unless said claim arises from EDULOG's act or omission, negligence, or breach of this Agreement, and provided that EDULOG promptly notifies Customer in writing of the claim, cooperates with Customer, and allows Customer sole authority to control the defense and settlement of such claim.

7.2. **EDULOG Indemnity.** EDULOG shall indemnify, defend, and hold Customer harmless from and against any and all Losses incurred by Customer resulting from any Claim alleging that the Software or Hosted Solution infringes or misappropriates such third party's U.S. patents, copyrights, or trade secrets, provided that Customer promptly notifies EDULOG in writing of the claim, cooperates with EDULOG, and allows EDULOG



sole authority to control the defense and settlement of such claim.

If such a Claim is made or appears possible, EDULOG may, at its sole discretion, (i) modify or replace the Software or Hosted Solution, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If EDULOG determines that none of these alternatives is reasonably available, EDULOG may terminate this Agreement, in its entirety or with respect to the affected part, effective immediately on written notice to Customer, and shall reimburse Customer any prepaid fees or other costs received for the period following the effective date of termination.

EDULOG will have no obligations under this Section 7.2 to the extent that any Claim is based solely upon (i) Customer's, Users', Customer's agents' or any third party's modification of or addition to the Products, or combination of the Products with another product; (ii) Customer's failure to obtain any required third-party consents or licenses; or (iii) EDULOG's compliance with design documentation or specifications provided or developed by Customer.

## 8. LIMITATION OF LIABILITY

IN NO EVENT WILL EDULOG HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHER THEORY OF LIABILITY, AND WHETHER OR NOT EDULOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EDULOG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED TWO TIMES THE TOTAL CONTRACT AMOUNT FOR THE FIVE-YEAR TERM OF THE AGREEMENT.

## 9. TERM AND TERMINATION

9.1. Term of Agreement. The initial term of this Agreement commences on the Effective Date and, unless terminated earlier pursuant to the applicable terms of this Agreement, will continue in effect until the end of the initial term specified in the applicable Order Form (the "**Initial Term**"). It may be renewed for additional successive one (1) year terms pursuant to the applicable terms of this Agreement with the written agreement of the parties (each a "**Renewal Term**," and together with the Initial Term, the "**Term**"). If there is any outstanding Order Form(s) at the time of the expiration of the Term, the terms of this Agreement (including applicable Addenda) will survive and apply to such Order Form(s) until their expiration or termination.

9.2. Termination. Either party may terminate this Agreement and/or an Order Form for cause (i) upon 30-

days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license to the Software, access to the Hosted Solution, and any EDULOG warranty granted or provided under this Agreement will also terminate, and without limiting Customer's obligations under Section 5 (Confidentiality), Customer shall (i) cease accessing or using, and delete, destroy, or return all copies of EDULOG'S Confidential Information, Software and Documentation; and (ii) certify in writing to EDULOG its compliance with (i) and (ii). No expiration or termination will affect Customer's obligation to pay all fees that may have become due before such expiration or termination.

9.4. Surviving Provisions. In no event shall any termination relieve Customer of the obligation to pay any fees payable to EDULOG for the period prior to the effective date of termination. Customer's continuing obligation to pay fees in the event of a termination may be specifically modified in a Scope of Work and/or Order Form. Sections 4 (Fees and Payment), 5 (Confidentiality), 6.3 (Disclaimer), 6.4 (Third-Party Products and Services), 7 (Indemnification), 8 (Limitation of Liability), 9.4 (Surviving Provisions), 10 (Miscellaneous), and any other provisions identified in an Addendum shall survive any termination or expiration of this Agreement.

## 10. MISCELLANEOUS

10.1. Governing Law. The parties agree that the substantive laws of the state of North Carolina, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit or dispute arising out of or in connection with this Agreement. The parties further agree that the federal courts for Warren County, North Carolina, USA, shall have exclusive jurisdiction of, and shall be the exclusive and correct venue for, the resolution of any dispute arising out of or related to this Agreement.

10.2. Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing to the party's address set forth below the signatures on the Cover Page and shall be deemed to have been given upon (i) receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); or (iii) the second business day after sending by a major commercial delivery service.

10.3. Force Majeure. In no event shall EDULOG be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its



obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond EDULOG's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

10.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Any waivers are effective only if recorded in a writing signed by the party granting the waiver. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.7. [Intentionally left blank.]

10.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.9. Entire Agreement. This Agreement and any fully-executed addenda constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification or amendment of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification or amendment is to be asserted.

10.10. Order of Precedence. If there is a conflict or inconsistency between or among the General Terms, an Addendum, or an Order Form, then the order of precedence is as follows: (i) the General Terms; (ii) the Addendum, and (iii) the Order Form, unless the lower priority document explicitly states that it is intended to modify the conflicting terms of the higher priority document. In the event of a conflict or inconsistency between Order Forms, the terms of the later executed Order Form will govern.



## Software Addendum

This Software Addendum to the Parties' Master Products and Services Agreement ("**Software Addendum**") is incorporated into and made a part of the Agreement and provides additional terms for Software provided by EDULOG to Customer under the Agreement. Capitalized terms used but not defined in this Software Addendum shall have the respective meanings given to them in the Agreement.

1. License Grant. Subject to the terms and conditions of this Agreement, and conditioned on Customer's and Users' compliance with the Agreement and this Software Addendum, EDULOG grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to use the Software during the Term solely for Customer's internal student transportation management purposes and solely in the State where Customer resides.
2. Use Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in the Agreement and this Software Addendum. Without limiting the foregoing and except as otherwise expressly set forth in the Agreement and this Software Addendum, Customer shall not at any time, directly or indirectly (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Rights or other right of any person, or that violates any applicable law.
3. Delivery, Installation and Support. EDULOG will deliver the Software to Customer electronically or by other means mutually acceptable to the parties. If so selected and specified in the Order Form, EDULOG will also provide installation and support services to Customer pursuant to the terms and conditions described in the Order Form. In the event that Customer elects to use EDULOG Software with global positioning system hardware provided by Customer, Customer acknowledges and agrees that (i) EDULOG's ability to integrate the Software with Customer's global positioning system hardware depends on EDULOG's ability to access and use the applicable application program interface (API) and/or data feed in an industry-standard format from Customer's global positioning system hardware provider (the "**Integration Information**"); (ii) Customer will be solely responsible for obtaining such Integration Information as well as any authorization, license, or permission needed for EDULOG's use of such Integration Information from its global positioning system hardware provider for EDULOG; and (iii) in no event shall EDULOG be responsible or liable for any delay or failure in the installation and/or integration of the Software with Customer's global positioning system hardware if such delay or failure is caused by Customer's inability to provide the Integration Information to EDULOG as per the requirements herein.
4. Reservation of Rights. Subject to the limited rights expressly granted hereunder, EDULOG reserves all rights, title and interest in and to the Software and Documentation, including all related IP Rights. No rights, including any rights under license, either express or implied, are granted to Customer hereunder other than as expressly specified herein.

5. Survival. Sections 4 and 5 of this Software Addendum will survive termination or expiration of the Agreement.



## Hosted Solution Addendum

This Hosted Solution Addendum to the Master Products and Services Agreement (“**Hosted Solution Addendum**”) is incorporated into and made a part of the Agreement and provides additional terms for the Hosted Solution provided by EDULOG to Customer under the Agreement. Capitalized terms used but not defined in this Hosted Solution Addendum shall have the respective meanings given to them in the Agreement.

1. Additional Definition.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2. Provision of Hosted Solution. EDULOG will make the Hosted Solution available to Customer, and Customer may use the Hosted Solution, pursuant to the Agreement and this Hosted Solution Addendum. Customer agrees that Customer’s purchases hereunder are neither contingent on the delivery of any future functionality or features not described in this Hosted Solution Addendum and the Order Form, nor dependent on any oral or written public comments made by EDULOG regarding future functionality or features.

3. Access to Hosted Solution. The Hosted Solution consists in whole or in part of Hosted Software running remotely on servers controlled by EDULOG. Customer has no right to receive either an object code or source code version of the Hosted Software operating on the remote servers. Customer’s usage rights are constrained by this Hosted Solution Addendum and are limited to accessing the Hosted Software via the Hosted Solution provided to Customer by EDULOG. The Hosted Solution may be subject to other limitations, such as, for example, limits on disk storage space, calls per second, or Internet bandwidth. EDULOG will employ commercially reasonable efforts to apprise Customer of any such limitations.

4. Customer’s Responsibilities. Customer will (i) be responsible for Users’ compliance with this Agreement; (ii) be solely responsible for the accuracy, quality, integrity and legality of the Customer Data and of the means by which Customer acquired the Customer Data; (iii) prevent unauthorized access to or use of the Hosted Software and Hosted Solution and notify EDULOG promptly of any such unauthorized access or use; (iv) use the Hosted Software and Hosted Solution only in accordance with the Agreement, this Hosted Solution Addendum, and applicable laws and government regulations; and (v) include a privacy policy on Customer’s website that covers Customer’s and EDULOG’s collection, use, disclosure, and retention of the Customer Data and fully complies with all applicable laws, rules, and regulations.

5. Restrictions. Customer shall not (i) permit any third party to access the Hosted Software or the Hosted Solution except as permitted herein or as otherwise agreed by EDULOG in writing; (ii) sell, resell, rent, lease the Hosted Software or the Hosted Solution; (iii) copy, frame, mirror, reproduce, publicly perform, or create derivative works based on, any part or content of the Hosted Software or Hosted Solution; (iv) use the Hosted Software or Hosted Solution to store or transmit infringing, fraudulent, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or IP Rights; (v) use the Hosted Software or Hosted Solution to store or transmit Malicious Code; (vi) interfere with or disrupt the integrity or performance of the Hosted Software or

Hosted Solution or third-party data contained therein; (vii) reverse engineer the Hosted Software or Hosted Solution; or (viii) access or use the Hosted Software or Hosted Solution in order to: (a) build a competitive product or service; or (b) copy any features, functions or graphics of the Hosted Software or Hosted Solution.

6. **Suspension.** EDULOG may suspend Customer's and Users' access to any portion of or all of the Hosted Solution if (i) Customer violates any of the requirements set forth in Section 4 (Customer's Responsibilities) or Section 5 (Restrictions) above; (ii) any third-party provider of EDULOG has suspended or terminated EDULOG's access to or use of any third-party services or products required to enable Customer to access the Hosted Solution; or (iii) EDULOG reasonably determines that (a) there is a threat or attack to the Hosted Solution; (b) Customer's or any Users' use of the Hosted Solution disrupts or poses a security risk to EDULOG or to any other customer or vendor of EDULOG; or (c) Customer has ceased to continue its operation in the ordinary course or commenced bankruptcy or insolvency proceedings. EDULOG will use commercially reasonable efforts to provide written notice of any suspension to Customer and resume providing access to the Hosted Solution as soon as reasonably possible after the event giving rise to the suspension is cured. EDULOG will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a suspension.

7. **Third-Party Products or Services and Customer Data.** By using the Hosted Solution, Customer acknowledges that EDULOG may allow providers of third-party products to transport the Customer Data as required for the operation of the Hosted Solution. EDULOG will not be responsible for any disclosure, modification or deletion of the Customer Data resulting from any such access by third-party product providers.

8. **Acquisition of Third-Party Products and Services.** EDULOG may offer third-party products and services as part of the Hosted Solution (e.g., a cloud service provider). Any other acquisition by Customer of third party products or services, including, but not limited to, third-party applications and implementation, customization and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. Please see warranty disclaimer in Section 6.4 (Third-Party Products and Services) of the Agreement.

9. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, EDULOG reserves all rights, title and interest in and to the Hosted Software and the Hosted Solution, including all related IP Rights. No rights, including any rights under license, either express or implied, are granted to Customer hereunder other than as expressly specified herein.

10. **Ownership of Data.** Customer and EDULOG jointly own all rights, title and interest in and to Customer Data. The parties may use the Customer Data in any way, however, the parties may not disclose the Customer Data in a manner that identifies, or allows identification of, the other party. Other data that is not Customer Data generated by Customer's use of the Hosted Software and Hosted Solution shall be owned by EDULOG.

11. **Survival.** Sections 9, 10, and 11 of this Hosted Solution Addendum will survive termination or expiration of the Agreement.



## Hardware Addendum

This Hardware Addendum to the Master Products and Services Agreement ("**Hardware Addendum**") is incorporated into and made a part of the Agreement and provides additional terms for Hardware provided by EDULOG to Customer under the Agreement. Capitalized terms used but not defined in this Hardware Addendum shall have the respective meanings given to them in the Agreement.

1. Use and Ownership. Subject to the terms and conditions of the Agreement and this Hardware Addendum, and conditioned on Customer's and Users' compliance with the foregoing, EDULOG provides the Hardware to Customer solely for Customer to use (i) for student transportation management purposes; (ii) in the State where Customer resides; and (iii) during the Term of the Agreement.
2. Installation. Unless otherwise specified in the Order Form, EDULOG is not responsible for installation of Hardware.
3. Pre-Installed Software. Software pre-installed in the Hardware by EDULOG for Customer shall be governed by the Software Addendum.
4. Customer's Responsibilities. Customer is responsible for keeping, or causing to be kept, the Hardware in good operating condition, ordinary wear and tear excepted. Customer shall not, and shall not permit any third party to, without EDULOG's prior written consent (i) modify, reverse engineer, decompile, create other works from, alter, move, disassemble, repair or replace the Hardware (or any Software therein), or remove any labels or notices on the Hardware, or (ii) during the Initial Term, sell, lease, license, rent, pledge, mortgage, transfer, or otherwise encumber the Hardware or any part thereof.
5. Repair and Replacement of Hardware. In the event the Hardware requires repairs or replacement during the Term of the Agreement, Customer shall promptly notify EDULOG in writing of such request. If Customer has purchased an EDULOG Warranty and EDULOG determines that the requested repairs or replacement is covered by the EDULOG Warranty, EDULOG will provide such repairs or replacement in accordance with the terms of the EDULOG Warranty. If the Hardware is not covered by the EDULOG Warranty, EDULOG may, in its sole discretion, repair or replace the Hardware at Customer's cost.
6. Survival. Sections 1, 3, and 6 of this Hardware Addendum will survive termination or expiration of the Agreement.

## **Samsara Customer Terms Acknowledgement Agreement**

This Customer Acknowledgement Agreement (“Agreement”), is entered into as of \_\_\_\_\_, 20\_\_\_, between Samsara Inc. (“Samsara”) and Customer undersigned below (collectively, the “Parties”). This Agreement, along with any additional order forms or terms of service, govern Customer’s purchase of Samsara products and services.

**WHEREAS**, Customer desires to purchase Samsara Products, including hardware devices and software licenses, through a reseller, Education Logistics, Inc. (“Edulog”);

**WHEREAS**, Samsara desires to clarify the terms applicable to such purchase;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Customer’s use of and access to the Hardware, Products, and Services purchased through Edulog, as specified in an applicable Order Form, is governed by Samsara’s Terms of Service attached as Exhibit A (the “Terms”), unless otherwise agreed in writing. Any capitalized terms not defined herein shall have the meaning set forth in the Terms.
2. By signing this Agreement and an applicable Order Form, Customer is entering into a three (3)-year license commitment, subject to the Terms and which may only be terminated pursuant to the Terms. Customer incurs payment obligations upon shipment of the Hardware and shall pay for the Products purchased under an Order Form within thirty (30) days of receipt of invoice.
3. Notwithstanding anything in this Agreement or the Terms to the contrary, either Party may terminate upon material breach by the other Party, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from either Party.
4. Notwithstanding anything in this Agreement or the Terms to the contrary, 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.
5. To the extent there is any conflict between (i) the terms of this Agreement and (ii) the terms of the applicable Order Form or any other contract related to the purchase of Products, the terms of this Agreement shall prevail.

*[The remainder of this page is intentionally left blank.]*



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the later date set forth below.

**SAMSARA INC.**

**WARREN COUNTY SCHOOLS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Samsara Terms of Service

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

#### 1. Definitions.

- 1.1 “Account” means the accounts Customer creates, via the Hosted Software, to access Customer Data.
- 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.
- 1.4 “Authorized User” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.
- 1.5 “Customer” or “you” means the company or legal entity for which you are accepting these Terms, and Affiliates of that company or entity.
- 1.6 “Customer Data” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.
- 1.7 “Documentation” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.
- 1.8 “Firmware” means software embedded in or otherwise running on the Hardware.
- 1.9 “Hardware” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.
- 1.10 “Hosted Software” means Samsara’s web-based software platform, including the interface accessed online at [cloud.samsara.com](https://cloud.samsara.com).

- 1.11 **"License Expiration Date"** means the later of (i) the license termination date specified in the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you ("**Initial Term**"), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).
- 1.12 **"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.
- 1.13 **"Order Form"** means the quote executed by the Customer describing the purchase of Samsara Products and licenses issued by Samsara.
- 1.14 **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.
- 1.15 **"Products"** means the Hardware and Services.
- 1.16 **"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.
- 1.17 **"Refund"** means an amount refunded to the Customer pursuant to these Terms equal to (i) pre-paid fees 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) the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.
- 1.18 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with these Terms, and Support Services.
- 1.19 **"Samsara Software Systems"** means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.
- 1.20 **"Services"** means the Samsara Software and Professional Services.
- 1.21 **"Support Services"** means the customer support services described at [www.samsara.com/support](http://www.samsara.com/support), and Documentation, but excluding any Professional Services.
2. **Agreement to Terms**. By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to

you, to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to “you” and “your” in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.

3. Intentionally Omitted.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, until the License Expiration Date for the applicable Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at <https://www.samsara.com/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 Samsara Software.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara’s express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara’s name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Samsara Software to store or transmit infringing, libelous, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) intentionally authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer’s access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. 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 into which Hardware is installed. 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 into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara’s Cable Exchange Policy, please visit <https://www.samsara.com/support/hardware-warranty>.

## 7. Product Updates.

- 7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Products or Services you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without replacing them with an updated version or newer model, you will be provided a Refund upon request provided the above conditions are satisfied. 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 optional Pre-Launch Offerings available to Customer. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.
- 7.3 Feedback. Customer agrees to provide all feedback reasonably requested by Samsara regarding the Products and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "Feedback") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.
8. Payment, Shipping, and Delivery. Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.
9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall promptly notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

## 10. Customer Data.

- 10.1 Ownership and Usage. Customer Data is accessible via the 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 and

providing the Services. 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. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time 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 these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

**10.2 Customer Data Representation and Warranty.** Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING SOLELY 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 Data Protection Addendum.** The "**Data Protection Addendum**" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum.

## **11. Confidentiality.**

**11.1 Confidential Information.** To the extent allowed by North Carolina's Public Records Law, "**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. To the extent allowed by North Carolina's Public Records Law, Samsara Confidential Information includes any information related to the Products, including the pricing thereof, 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, address book or CRM data, vehicle routes, or similar information). To the extent allowed by North Carolina's Public Records Law, 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.** To the extent allowed by North Carolina's Public Records Law, 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 agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, provided that 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 Samsara Software.** Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

**12.2 Firmware.** The Firmware is licensed, not sold. Customer owns 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. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

**13. Wifi Data Usage.** The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Services 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. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

**14. Links to and Integrations with Third Party Products or Services.** The Products may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third



party products and/or services, unless directly caused by Samsara's breach of their obligations under this agreement. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto, unless caused directly caused by Samsara's breach of their obligations under this agreement.

15. **Publicity.** Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.

16. **Term.** The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

#### 16.1 Intentionally Omitted.

16.2 **Termination.** Either Party may terminate upon material breach by the other Party, if such breach remains uncured for a period of thirty (30) days following written notice from the non-breaching party. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of such Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

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

17. **Warranty Disclaimers.** THE SERVICES 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. Except as provided in writing hereunder, Samsara makes no warranty that the Services 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. For more information about the Samsara Hardware warranty, please visit

<https://www.samsara.com/support/hardware-warranty>. The parties agree that the 30-day period to request a refund under the warranty's Product Refund Requests section shall be extended to 60 days, and the forty-five day period for Samsara to receive the materials shall be extended to 75 days.

18. Limitation of Liability.

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

18.2 Cap. IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, CONFIDENTIALITY OBLIGATIONS, OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED TWO TIMES THE TOTAL CONTRACT AMOUNT FOR THE FINAL FIVE-YEAR PERIOD OF THE TERM OF THE AGREEMENT.

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

19. Dispute Resolution. Any dispute arising from or relating to the subject matter of these Terms 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 settled by arbitration in Warren County, North Carolina, United States, using the English language, by one or more mutually acceptable commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.

20. Governing Law. These Terms and any action related thereto will be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Products will be the state and federal courts located in or for Warren County, North Carolina, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Miscellaneous. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without

such consent, will be null. Samsara may freely assign or transfer these Terms without restriction and will provide prior notice to Customer of such assignment. 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, 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.

**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, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email [abuse@samsara.com](mailto:abuse@samsara.com).

**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.** Neither party shall be liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations (aside from payment obligations) under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond a party'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 Financed Purchases.** If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights

against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued by Samsara under these Terms for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement.

21.6 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at [info@samsara.com](mailto:info@samsara.com) or by mail at 350 Rhode Island Street., 4th Floor, South Building, San Francisco, CA 94103.

The Parties hereby execute these Terms as of the later date of signature below:

**SIGNATURES**

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**Warren County Schools**

**Samsara Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**WARREN COUNTY BOARD OF EDUCATION  
CONTRACT FOR VEHICLE TRACKING TECHNOLOGY SERVICES**

This contract for vehicle tracking technology services (the "Contract") is made and entered into this 1st day of July, 2022, between the Warren County Board of Education (the "School System"), 109 Cousin Lucy's Lane, Warrenton NC 27589, and Education Logistics, Inc. (the "Provider"), 3000 Palmer Street, Missoula, MT 59808.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. **Obligations of Provider.** Provider hereby agrees to provide services to the School System as follows:

1.1. **CONTRACTOR'S SCOPE OF SERVICES.** Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

- a. The services to be performed are as set forth in Contractor's Order Form NCWARR 2022-1 which is attached hereto as Exhibit 1 and incorporated herein by reference. The Contractor and Board agree that this Agreement shall be supplemented by a separate terms of service agreement ("Terms of Service") as referenced in the Terms section of Exhibit 1, which is incorporated herein by reference.

1.2. **CONTRACTOR'S COVENANTS.** Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

- a. Contractor shall, in performing services under this Agreement, exercise the highest degree of care and perform such services in an expert fashion.
- b. Contractor shall maintain such supplies, equipment and employees as are necessary to perform of the services provided for herein. Contractor warrants its services and warrants that the Contractor will perform substantially in conformance with Board's specifications as presented in Contractor's Order Form and Terms of Service. In the event any non-conformance cannot be corrected within 10 business days of written notice to Contractor, Contractor shall take all steps required to correct the problem and Board shall be entitled to a refund for services and expenses.
- c. Contractor shall provide equipment per Contractor's Proposal.
- d. The services provided shall not violate or in any way infringe on the rights of third parties.
- e. Contractor understands and agrees that Board shall have the right to modify the requested services required under this Agreement, which Contractor will use good faith efforts to satisfy.
- f. Contractor has obtained and shall maintain insurance to sufficiently protect Contractor and Board from any and all potential claims or damages, including but not limited to Worker's Compensation, Comprehensive General and Contractual Liability Insurance in no event less than the amount of \$1,000,000 or more for each occurrence with an insurer having a "Best Policyholders" rating of A- or better. Board shall be named as an additional insured on the Certificate of Insurance. Copies of certificates of insurance shall be provided to Board and shall include the following:
  - (1) Name of insurance company, policy number, and expiration date;
  - (2) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
  - (3) A statement indicating that Board shall receive thirty (30) days' notice of cancellation or significant modification of any of the policies which may affect Board's interest;
  - (4) A statement confirming that Board has been named an additional insured (except for Workers' Compensation) on all policies.

(5) A statement confirming that Board, its agents and employees have been provided a waiver of any rights of subrogation which Consultant may have against them.

- g. Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.
- h. Contractor has all necessary corporate power and authority to enter into and perform this Agreement.
- i. Contractor's representations and warranties, in addition to the aforementioned, are included in the Terms of Service incorporated herein as well as the Hardware Warranty and RMA Policy and Hosted Software SLA described in the Terms of Service. Contractor shall indemnify and hold harmless Board from any and all liability, loss, costs, damage, judgment, or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such claims by any third parties and/or which to the extent they are based upon, or to the extent they are the result of any breach of the warranties contained in this Subsection. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. In the event of a breach, Consultant shall, at no additional cost to Board replace or modify the Product with a functionally equivalent and conforming Product, obtain for Board the right to continue using the Product, and in all other respects use its best efforts to remedy the breach.
- j. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to Board who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted service.

**1.3. Qualifications of Provider.** Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

**1.4. Records Maintenance.** Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

**2. Obligations of the School System.**

**2.1.** The School System hereby agrees to compensate Provider at a rate or in the amount of \$40,099.00 for the first year of the contract and \$27,720.00 for subsequent years, for services rendered. With the School System's written consent, payments must be made in one annual payment for work performed and accepted, except for purchases of hardware, which will be invoiced to school system and will not be ordered by Provider until paid for by school system.

**2.2.** In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

**3. Term.** The services described in the Contract will be provided from 1 July 2022 through June 30, 2023 unless sooner terminated as herein provided.

**4. Compensation.** Reserved.

**5. Termination for Convenience.** The School System may terminate this Contract at any time at its complete

discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider other than software pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

6. **Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. **Terms and Methods of Payment.** Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked (if applicable) and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Warren County Schools, ATTN: Accounts Payable, 109 Cousin Lucy Ln, Warrenton, NC 27589, for review and approval.
8. **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. **Insurance.** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. **Taxes.** Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. **Confidentiality of Student Information.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or



the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, and upon School System's request, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right beyond what is necessary for Provider to fulfill its contractual obligation to School System to access any student records or personally identifiable information.

13. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.usopw.gov>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
14. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful,

by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

15. **Relationship of Parties.** Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
16. **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
17. **Restricted Companies List.** Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
18. **Anti-Nepotism.** Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Warren County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
19. **Applicable School Board of Education Policies.** Provider acknowledges that the Warren County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.
20. **Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
21. **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the School System and Provider.
22. **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
23. **Order of Precedence.** The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Contract, the terms and conditions of this Contract shall prevail.

24. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

25. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: EDULog Contract

Exhibit B: Sexual Registry Check Certification Form

26. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

27. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

28. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**WARREN COUNTY BOARD OF EDUCATION PROVIDER**

*Jennifer Sims*

Board Chair

DocuSigned by:

*Jason Corbally*

F056FF2D389946A

Authorized Signature  
Jason Corbally

ATTEST:

*[Signature]*

Superintendent

Education Logistics  
October 28, 2022

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

*[Signature]*

School System Finance Officer

11/21/22

Date

PO# 110887



## EXHIBIT 1

### Order Form

Order Form Number	NCWARR—2022-1
Order Form Effective Date	July 27, 2022
Customer Name	Warren County Schools, NC
Initial Term (in years)	Three (3)

This Order Form is for the purchase of EDULOG's Products and Services as set forth below. Provision of all Software, Hosted Solution, Hardware, and Services set forth herein is subject to the attached Terms and Conditions and each of the Addenda marked below.

<input checked="" type="checkbox"/>	Software Addendum
<input checked="" type="checkbox"/>	Hosted Solution Addendum
<input checked="" type="checkbox"/>	Hardware Addendum
<input checked="" type="checkbox"/>	Samsara Customer Terms Acknowledgement Agreement

	Unit Price	Units	Total First Year Price	Annual Fee Each Subsequent Year (Before CPI Adjustment)
<b>Samsara Telematics (GPS/AVL) System with Edulog Parent Basic App</b>				
<b>On-Vehicle Hardware</b>				
Samsara VG54 Vehicle IoT Gateway	\$ -	55	\$ -	
Hardware Installation	\$ 125.00	55	\$ 6,875.00	
Shipping and Handling	\$ 504.00	1	\$ 504.00	
<b>Software</b>				
Samsara Telematics (includes diagnostics and DVIR) Public Sector Version and Edulog Edutracker	\$ 360.00	55	\$ 19,800.00	\$ 19,800.00
Edulog Parent Portal Basic (for 44 vehicles)	\$ 180.00	44	\$ 7,920.00	\$ 7,920.00
<b>Professional Services</b>				
Parent Portal Basic Software Implementation and Project Management Services	\$ 5,000.00	1	\$ 5,000.00	
<b>Subtotal for Telematics (GPS/AVL) System with Parent App</b>			<b>\$ 40,099.00</b>	<b>\$ 27,720.00</b>

*Please continue on the next page*