ORDER: APPROVE CONTRACT WITH SAMSARA FOR FIRE <u>DEPARTMENT</u>

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to approve contract with Samsara for Fire Department.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor Larry Gillespie, voted yes Supervisor David Rikard, voted yes Supervisor Chad McLarty, voted yes Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 7^{th} day of June, 2021.

Mike Roberts, President Board of Supervisors

Sherry Wall, Chancery Clerk



QUOTE #Q-102458

Issued 06-03-2021

Expires 04-29-2021

Samsara Inc. 1990 Alameda Street, 5th Floor San Francisco, CA 94103 www.samsara.com

Prepared For:

Lafayette County Fire Department 50 County Road 1032 Oxford, Mississippi 38655

Prepared By:

Jesse Lefferts

jesse.lefferts@samsara.com

Quote Summary		Subtotal
Hardware and Accessories		\$0.00
Licenses License Term – 36 Months		
	Shipping and Handling	\$265.00
Total Savings: \$4,500.00	Upfront Hardware Sales Tax	\$0.00
	Annual License Sales Tax	\$0.00
ff shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change. If Sales tax is "Pending" - Final amount will be provided prior to payment "3% fee charged on non-ACH changes (Canada Exempt) "Sales tax subject to change	First Year Payment	.\$15,265.00
	Payments Beginning Year Two	\$15,000.00



SHIP TO Beau Moore 50 County Road 1032 Oxford, Mississippi, 38655 United States

Hardware and Accessories	Quantity	List Price	Discount %	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	25	\$0.00	0%	\$0.00	\$0.00
Vehicle IoT Gateway, model VG34 нw-vG34	25	\$0.00	0%	\$0.00	\$0.00
Universal BJ1939 CBL-VG-BJ1939-Y0	13	\$0.00	0%	\$0.00	\$0.00
VG34 OBDII J1962 L-mount cable CBL-VG-80BDII-Y1	10	\$0.00	0%	\$0.00	\$0.00
VG34 J1708 Screw-Mount Cable CBL-VG-BJ1708	2	\$0.00	0%	\$0.00	\$0.00
Tachograph/CAN USB Hub ACC-BTUH	1	\$0.00	0%	\$0.00	\$0.00
				Hardware Due	\$0.00

Licenses	Quantity	List Price	Discount %	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	25	\$660.00	9.091%	\$600.00	\$15,000.00
				Annual License Due	\$15,000.00



Thank you for considering Samsara

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

What is included?

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

- Real-time sensor data
- Cellular data connectivity
- Access to the Samsara Dashboard and mobile apps
- Over-the-air software updates and firmware upgrades
- API access for integration with 3rd party systems as they relate to your licenses
- Support and maintenance for Samsara Products
- Access to training resources

With your camera license, you will have access to the entire suite of Samsara's camera and safety features. If you want access to Samsara's full set of fleet features—including but not limited to WiFi hotspotting, routing, HOS, messaging, fuel, and fleet maintenance—you will need a license for the fleet product. Samsara reserves the right to audit usage of features unrelated to the camera and safety solution as well as to remove them from the Samsara Dashboard.



Payment Terms

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

License Term

The license term begins on the day your Samsara Hardware ships. If you wish to continue using the Samsara Software when your license term ends, you may renew your license. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. The Samsara Software license term for each Hardware device will start on the day that device ships regardless of the shipment schedule for the other Hardware devices. If all Hardware is shipped in one shipment, the license term for all Hardware will be the full license term under this Order Form. If Hardware is shipped in multiple shipments, only the license term of Hardware in the initial shipment will be as such a full license term. The license term of the remaining Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all Hardware under this Order Form expires on the same date. The total cost of the licenses for Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time, and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. For more information, see our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support/.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the Terms of Service'). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

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.



Notification of Confidentiality

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

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

Signature	
Print Name:	
Date:	