

## Samsara Marks Usage Agreement

Last updated: April 6, 2022

This Samsara Marks Usage Agreement (“Agreement”) sets out the legal terms governing your ability to use the Samsara name, logo, and other registered or unregistered Samsara trademarks and service marks owned by Samsara and its affiliates (“Samsara Marks”). A list of the Samsara Marks available for use can be found on our [Logos and Resources](#) page. This Agreement supplements, and is governed by, your agreement with Samsara (“we”, “us”, “our”) for the use of products and services provided by Samsara (“Terms of Service”). Your agreement with Samsara may permit a more limited scope of use of the Samsara Marks than this Agreement describes. For the avoidance of doubt, your agreement with Samsara shall control the scope of your permissible use of the Samsara Marks. Your Terms of Service are the [Samsara Terms of Service](#), unless you and we agree to substitute a different agreement. Terms used but not defined in this Agreement have the meanings given in the Terms of Service.

You may not use any Samsara Marks without having agreed to abide by all of the terms and conditions in this Agreement, and unless you do so in accordance with this Agreement.

### 1. Permission to Use Samsara Marks

Samsara Marks are important assets of Samsara’s business and are protected by U.S. and international laws. You are licensed to use the Samsara Marks as described in this Agreement on a non-exclusive, non-transferable basis. However, your use is subject to the terms set out in this Agreement, and we may terminate your license via (i) our absolute ability to supervise, monitor, and revoke your license at any time and at our discretion, or (ii) your non-use or cancellation of the products and services provided by Samsara. Upon termination of the license, you agree to promptly remove any Samsara Marks from any websites or applications, or other material within a reasonable time.

### 2. Proper Use of Samsara Marks

Proper Use: You may only use the Samsara Marks: (1) to let others know that Samsara provides products and services for your business, (2) to let others know that you are a Samsara partner (if and only if you are in fact a Samsara partner) on your website, in a press release, in a blog post, or in a social media post, and/or (3) if you are a media outlet, for publicity purposes such as in a press article, in a social media post, or on your website. All Samsara Marks should directly link to our homepage at [www.Samsara.com](http://www.Samsara.com). We ask that you provide proper trademark attribution crediting ownership of the Samsara Marks to us, such as:

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

Brand Guidelines: You may not display the Samsara Marks in a way that implies a common, descriptive, or generic meaning. You must always use the SAMSARA mark as an adjective - never as a verb or noun - except when using SAMSARA to refer to our company. We may also provide you with style or usage guidelines describing such things as size, color, or relative placement of Samsara Marks. You may only use the Samsara Marks consistent with those

guidelines except where we expressly agree otherwise with you in writing. You will update your use of the Samsara Marks to conform to changes in the guidelines within a reasonable time after we provide you notice of the change.

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

### 3. Impermissible Uses of Samsara Marks

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

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

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

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

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

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

may not use names like “Samsara Business Services”, “Samsara Operations” or domains like “getSamsara.com.” You may not incorporate the Samsara Marks into your own product name, service name, trademarks, logos, or company name.

#### 4. No Warranties

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

#### 5. Your Liability For Third-Party Claims

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

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

#### 6. Contacting Us

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

#### 7. Other Legal Provisions

Except as otherwise agreed upon in writing between you and us, this Agreement is the entire agreement between you and us regarding your use of the Samsara Marks. We may terminate this Agreement at any time upon notice to you. You may not transfer this Agreement to any third party. This Agreement is governed by the laws and dispute provisions specified in the Terms of Service, which are incorporated into this Agreement by reference. If any provision or portion of this Agreement is held to be invalid or unenforceable, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.