**Samsara Website Terms and Conditions of Use**

Last Updated: June 2020  
  
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1. ACCEPTANCE OF TERMS  
  
By using the Site, you agree to be bound by these Website Terms. If you do not agree to these Website Terms, please do not use the Site. Samsara provides the information, products and services on the Site to you, conditioned upon your acceptance, without modification, of the Website Terms contained herein. Your use of the Site constitutes your agreement with such Website Terms.

We reserve the right to change these Website Terms, in whole or in part, in our own discretion at any time. You can determine when these Website Terms were last revised by referring to the “LAST UPDATED” legend at the top of these Website Terms. Such modifications shall be effective immediately upon the linking of modified Website Terms to the Site, and, if you possess an account through the Site for which you have provided an e-mail address (**“Account”**), by communicating the modifications to you either  
  
(i) when you log in to the Site or  
  
(ii) by sending the modifications to the e-mail address that you have provided to us.  
  
You agree to comply with, and be bound by, any such modifications  
  
(i) by continuing to use or access the Site after modified Website Terms are posted to the Site or  
  
(ii) if you possess an Account, by not requesting to terminate your Account within seven (7) days after receiving a notice of modifications as described above.

In addition, your use of a particular Samsara service may be subject to specific guidelines or rules (“Service-specific Rules”) posted from time to time and incorporated by this reference into the Website Terms. If you do not accept our Website Terms or any Service-specific Rules, you should refrain from accessing the Site and its services. If we change any Service-specific Rules, we will post the changed version on the location where those Service-specific Rules normally appear, reference the change on the primary page for that service and include a link to the previous version of the terms or rules.  
  
Samsara reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any service (or any part thereof). Samsara shall not be liable to any user or other third party for any such modification, suspension or discontinuance except as expressly provided herein.  
  
2. U.S.-BASED WEBSITE  
  
The Site is controlled and operated by Samsara from the United States, and, except as expressly set forth herein, is not intended to subject Samsara to the laws or jurisdiction of any state, country or territory other than that of the United States. Samsara does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to U.S. export controls and are responsible for any violations of such controls, including any U.S. embargoes or other federal rules and regulations restricting exports. Samsara may limit the Site’s availability, in whole or in part, to any person, geographic area or jurisdiction Samsara chooses, at any time and in Samsara’s sole discretion. By using the Site, you hereby certify that you are not (a) a citizen or permanent resident of any country on which the United States has embargoed goods, technology and/or services (e.g., Cuba, Iran, North Korea, Sudan, Syria, or Crimea), and (b) on any of the relevant U.S. Government Lists of prohibited or restricted persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List, and that your use of Samsara products and services is in compliance with the applicable U.S. export control and economic sanctions laws and regulations. For further information on the export controls and sanctions laws see, [**http://www.bis.doc.gov/index.htm**](http://www.bis.doc.gov/index.htm) and [**http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx**](http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx).  
  
3. REGISTRATION  
  
You may be required to register with Samsara in order to access certain areas of the Site. In the course of registration, you must:  
  
(a) provide true, accurate, current and complete information on the registration form and  
  
(b) maintain and promptly update such registration information as necessary.  
If, after investigation, we have reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, we may suspend or terminate that user's account and prohibit any and all current or future use of the Site (or any portion thereof) by that user. You may not use a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that Samsara rejects for any other reason in its sole discretion. Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to lend or transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interactions with the Site that occur in connection with your password or user name. You agree to notify Samsara immediately of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you “log off”/exit from your account with the Site (if applicable) at the end of each session. Samsara is not liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to  
  
(a) immediately notify Samsara of any unauthorized use of his or her password or account or any other breach of security and  
  
(b) ensure that he or she “logs off”/exits from his or her account at the end of each session.  
  
4. PROPRIETARY RIGHTS; LICENSE GRANTS  
  
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(b) download and print the materials that Samsara specifically makes available for downloading (such as white papers or user documentation) from this Site solely for personal, informational, non-commercial purposes, provided that such Content may not be modified or altered in any way. Unless otherwise specifically permitted for any particular Content, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute, or create derivative works based on, the Site or any Content, in whole or in part, without the express prior written authorization of Samsara.  
  
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4.4. Proprietary Rights. Elements of the Site are protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from the Site may be copied or retransmitted unless expressly permitted in writing by Samsara. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Samsara’s or its suppliers’ trade names, trademarks or service marks without Samsara’s express prior written consent. “Samsara” and other Samsara logos, trademarks, service marks, and product and service names are the intellectual property of Samsara.  
  
  
5. INFORMATION SUBMITTED THROUGH THE SITE  
  
Samsara’s [Privacy Policy](https://www.samsara.com/ca/support/privacy) (the**“Privacy Policy”**) addresses our processing of personal data you submit through the site. Please refer to the Privacy Policy for information about the personal data we collect about you, how we use and protect this personal data, and the choices you can make about how we may use your personal data  
  
You represent and warrant that any information that you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information that you provide is or becomes false, inaccurate, obsolete or incomplete, Samsara may terminate your use of the Site.  
  
Unless otherwise specifically agreed to by you and Samsara, by uploading, e-mailing, posting, publishing or otherwise transmitting information, sample data, event types, tags, comments, suggestions, content or other materials to the Site or Samsara (each a **“Contribution”**), you hereby acknowledge that such Contribution is non-confidential and automatically grant (or warrant that the owner of such rights has expressly granted) to Samsara a perpetual, irrevocable, world-wide, non-exclusive, sublicensable, fully paid-up and royalty-free license to use, make, have made, offer for sale, sell, copy, distribute, perform, display (whether publicly or otherwise), modify, adapt, publish and transmit such Contributions in any form, medium, or technology now known or later developed, and to grant to others rights to do any of the foregoing. In addition, you warrant that all so-called moral rights in the content have been waived. For each Contribution, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this Section, and that such Contribution, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations.  
  
Samsara will not pre-screen or review Contributions, but Samsara reserves the right to refuse or delete any Contributions in its discretion. You acknowledge and agree that Samsara reserves the right (but has no obligation) to do one or more of the following in its discretion, without notice or attribution to you:  
  
(i) monitor Contributions as well as your access to the Site;  
  
(ii) alter, remove, or refuse to post or allow to be posted any Contribution; and/or  
  
(iii) disclose any Contributions, and the circumstances surrounding their transmission, to any third party in order to operate the Site, in order to protect Samsara, its suppliers or licensees and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, and the Site’s users and visitors; to comply with legal obligations or governmental requests; to enforce these Website Terms; or for any other reason or purpose.  
Samsara disclaims any responsibility for the Contributions displayed on its Site. Samsara assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any Contributions or other user information or personalization settings.  
  
Samsara does not control the Community Content posted on the Site and, as such, does not guarantee the accuracy, integrity or quality of such Community Content. Under no circumstances will Samsara be liable in any way for any Community Content, including, but not limited to, liability for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of such content. By using the Site, you may be exposed to Community Content that is offensive, indecent or objectionable. You must evaluate, and bear all risks associated with, the use of such content, including any reliance on the accuracy, completeness, or usefulness of such content.  
  
6. PURCHASES  
  
If you wish to purchase our products and services, for your convenience, we may provide links on the Site to a web store or e-commerce platform where you can make such purchases. Please be aware that the web store or e-commerce platform may be hosted, operated or managed by a third party, and may be governed by such third party’s website terms and conditions and privacy policy. We encourage you to read carefully those third-party terms and conditions and privacy policy prior to making any purchases. These Website Terms do not govern, and we are not responsible or liable for, your interaction with such third-party managed web store or e-commerce platform.  
  
7. RULES OF CONDUCT  
  
While using the Site you will comply with all applicable laws, rules and regulations. In addition, Samsara expects users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this Section; any failure to comply may also result in termination of your access to the Site pursuant to Section 13 (Termination). You agree that you will not:

* Post, transmit, or otherwise make available, through or in connection with the Site:
* Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior written consent of the owner of such right.
  + Any material that would give rise to criminal or civil liability   or that encourages conduct that constitutes a criminal offense.
  + Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
  + Any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
  + Use the Site for any fraudulent or unlawful purpose.
  + Harvest or collect personally identifiable information about other users of the Site.
  + Impersonate any person or entity, including any representative of Samsara; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that Samsara endorses any statement you make.
  + Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
  + Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
  + Use the Site to advertise or offer to sell or buy any goods or services without Samsara’s express prior written consent.
  + Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site (including any content, Software and other materials available through the Site).
  + Modify, adapt, create derivative works of, translate, reverse engineer, decompile or disassemble any portion of the Site (including any content, Software and other materials available through the Site), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions.
  + Remove any copyright, trademark or other proprietary rights notice from the Site or content, Software and other materials originating from the Site.
  + Frame or mirror any part of the Site without Samsara’s express prior written consent.
  + Create a database by systematically downloading and storing all or any Site content.
  + Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Site, without Samsara’s express prior, written consent.

8. LINKS  
  
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10. LIMITATION OF LIABILITY  
  
IN NO EVENT SHALL SAMSARA AND/OR ITS SUPPLIERS/LICENSORS AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFITS OR OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE (HOWEVER ARISING, INCLUDING CONTRACT, EQUITY, NEGLIGENCE OR OTHER TORTIOUS ACTION) EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. THE MAXIMUM LIABILITY OF SAMSARA AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND LICENSORS/SUPPLIERS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO SAMSARA TO ACCESS AND USE THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.  
  
11. RELEASE  
  
In the event that you have a dispute with one or more Site users, you release Samsara (and our officers, directors, agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”  
  
12. INDEMNITY  
  
To the fullest extent permitted by law, you shall indemnify, defend and hold harmless Samsara, its licensors/suppliers and their respective officers, directors, employees and agents from any and all claims (including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission), demands, damages, costs and liabilities, including reasonable attorneys’ fees, arising out of or in connection with: (1) any of your Contributions, including an assertion that the information, content, or other materials or services provided or made available by you or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or misappropriate any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under these Website Terms including the Rules of Conduct set forth in Section 7; (3) your unlawful and/or unauthorized use of, or activities in connection with this Site. The foregoing indemnities shall survive expiration or termination of these Website Terms.  
  
13. TERMINATION  
  
Samsara may, in its sole discretion, at any time for any reason or no reason, terminate your access to this Site and any account(s) you may have in connection with this Site, including if Samsara believes that you have violated or acted inconsistently with the letter or spirit of these Website Terms or if it is required by applicable law, regulation, court or governing agency order.  
  
Our termination of any user’s access to the Site hereunder may be effected without notice and, on such termination, we may immediately deactivate or delete user’s account and/or bar any further access to such files, and your right to use the Site will immediately cease. Samsara shall not be liable to you or any third party for any termination of your access to the Site or account hereunder.  
  
14. CLAIMS OF COPYRIGHT INFRINGEMENT  
  
Samsara respects the intellectual property rights of others and asks that the people who use the Site do the same. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send Samsara a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Samsara a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See [**http://www.copyright.gov/**](http://www.copyright.gov/)for details. Notices and counter-notices should be sent to:  
  
Copyright Agent  
Samsara Networks Inc.  
1990 Alameda Street, 5th Floor

San Francisco, CA 94103  
[legal@samsara.com](mailto:legal@samsara.com)  
(415) 985-2400  
  
We encourage you to consult your legal advisor before filing a notice or counter-notice.  
  
15. FORWARD-LOOKING STATEMENTS  
  
Some of the information on this Site may contain projections or other forward-looking statements regarding future events or the future financial performance of Samsara. We wish to caution you that these statements are only predictions and actual events or results may differ materially. Such statements include those that (a) use the words “believes,“ “expects,“ “anticipates,“ “estimates“ or words of similar importance or meaning; (b) are specifically identified as forward-looking; (c) describe any of Samsara’s plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of Samsara’s markets or customers or Samsara’s expected liquidity and capital resources. Factors that could cause actual results to differ materially include economic, competitive, governmental and technological influences affecting Samsara’s operations, markets, products, services and prices. Further information on potential factors that could affect the actual financial results of Samsara are included in Samsara’s filings with the Securities and Exchange Commission; specifically, Samsara’s most recent reports on Form 10-K and Form 10-Q. Samsara does not assume any obligation to update any forward-looking statement to reflect events that occur or circumstances that exist after the date on which they were made.  
  
16. GENERAL  
  
The Website Terms constitute the entire agreement between you and Samsara with respect to your use of this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Samsara with respect to this Site. The Website Terms and the relationship between each user and Samsara shall be governed by the laws of the State of California without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California. If any provision of the Website Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Website Terms remain in full force and effect. A party may only waive its rights under these Website Terms, by a written document executed by both parties. Any failure to enforce any provision of these Website Terms shall not constitute a waiver thereof or of any other provision hereof. You may not assign, transfer or sublicense any or all of your rights or obligations under these Website Terms without Samsara’s express prior written consent. No provision of these Website Terms is intended for the benefit of any third party, and the parties do not intend that any provision should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.  
  
17. CONTACT; NOTICES  
  
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