**Samsara Terms of Service**

**Last Updated: July 2022**

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

1. Definitions.

## “**Account**” means the accounts Customer creates, via the Hosted Software, to access Customer Data.

## “**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.

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

## “**Authorized User**”means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

## “**Customer**” **or “you”** means the company or legal entity for which you are accepting these Terms, on behalf of itself and its Affiliates.

## “**Customer Data**” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) 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.

## “**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.

## "**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

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

## “**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.

## “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

## "**License Expiration Date**" means the later of (i) the original license termination date specified in the applicable Order Form or other contract you entered into for the original purchase of Products or under which Products were originally made available to you ("**Initial Term**"), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).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. “**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.

## “**Non-Samsara Products**” means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

## “**Order Form**” means the quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

* 1. "**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.

## “**Products**” means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

## “**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.

## **“Refund”** means an amount refunded to the Customer (or in Samsara’s sole discretion to any third party who paid Samsara for Customer’s procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to these Terms equal to (i) fees pre-paid to Samsara 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) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

## “**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.

## “**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.

##  “**Services**” means the Samsara Software and Professional Services.

## “**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.

* 1. “Terms” means these Terms of Service, together with any amendments and addenda that modify these Terms of Service.

# 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.

# Changes to Terms or Services. Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Services or our website or through other communications with you, our Customer. It is important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted or otherwise informed you of the modified Terms, you are indicating to Samsara that you agree to be bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you may not continue to use the Products.

# 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, starting from the license start date set forth in the applicable Order Form until the License Expiration Date set forth in such 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/uk/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.

# 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) 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.

1. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. 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. 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 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/uk/support/hardware-warranty>.

# Product Updates.

# 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 a Hardware model and the associated Samsara Software that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without replacing them with an updated or comparable version model, you may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. 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.

* 1. Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: Customer agrees to (i) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. 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.
	2. Feedback. Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request 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.
1. 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.

# 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 immediately 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.

# 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 Products. 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 Products **("Usage Data")**: (i) in order to provide the Products 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 Products; including by providing such data to third party services for the aforementioned purposes. Customer instructs Samsara to Process such Usage Data in accordance with any retention periods specified by the Customer within the Hosted Software and these Terms including, if relevant, the Data Protection Addendum (defined below) to carry out such tasks in this Section until: (i) the License Expiration Date of the last active Order Form; or (ii) these Terms are otherwise terminated earlier as provided hereunder, whichever is the earlier. The results of such use shall survive the termination of these Terms, unless legally prohibited. Customer may export Customer Data at any time during the term of these Terms 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 (ii) no Customer Data infringes upon or violates any individual or entity’s intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. 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 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/uk/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.

## Confidentiality.

## Confidential Information. “**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. 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, vehicle routes, or similar information). 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.

## Confidentiality Obligations. 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 or third party service providers of receiving Party in performing under these Terms under reasonable confidentiality obligations, or except as authorized by disclosing Party); 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, unless prohibited by applicable law or regulation, 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.

# Proprietary Rights.

##  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.

## 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.

# 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 Software 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.

# Non-Samsara Products. The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, “**Non-Samsara Product Integrations**”). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer’s use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer’s use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

# Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara’s website, press releases, customer lists, SEC filings, earnings calls, and investor 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.

# 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 earliest, 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.

## Renewal. Unless you notify Samsara in writing of your intent to cancel the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, Samsara may renew your license term, effective on the License Expiration Date, for up to the same period as the immediately preceding license term (or, in Samsara’s discretion, shorter periods to align license expiration dates across multiple active orders) (each such period, or any renewal license term of the applicable Products after the Initial Term, a “Renewal Term”) at any time up to ninety (90) days after the License Expiration Date. Subject to Samsara’s renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara auto-renews your license term without Customer’s execution of a new Order Form as described in the first sentence of this paragraph, license pricing for each such Renewal Term will not exceed the license price for the immediately preceding license period on a prorated basis (i.e., the Initial Term or immediately preceding Renewal Term, as applicable) plus 5% per year from the original purchase date, and your payment method and terms will remain the same as indicated on the applicable Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). If your license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows you to continue using the applicable Products during such interim period, these Terms shall apply to such use. Please email renewals@samsara.com for any questions regarding automatic renewal.

## Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates for its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

## 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.

# 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. 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/uk/support/hardware-warranty>.

# Limitation of Liability.

## 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

## Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN THESE TERMS, IN NO EVENT WILL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS ($100).

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

# Dispute Resolution.

# Arbitration. Any dispute arising from or relating to these Terms or Customer’s use of the Products 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 and exclusively settled by confidential arbitration in San Francisco, California, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (“**JAMS Rules**”) then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

* 1. Class Action Waiver. A[ny proceedings](https://www.lawinsider.com/clause/class-action-waiver) to arbitrate or resolve any dispute arising from or relating to these Terms or Customer’s use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. You expressly waive your right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity’s claims.

# Governing Law. These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to these Terms or Customer’s use of the Products will be the state and federal courts located in San Francisco County, California, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

# General Terms.

# 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 the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. 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. 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. Subject to the foregoing, these Terms will bind and inure solely to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara’s website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

# 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 or submit an anonymous concern via samsara-external.ethicspoint.com.

* 1. 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.
	2. Force Majeure.  Samsara is not 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 under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara’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.
	3. 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 may in Samsara’s sole discretion 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.

# Contact Information**.** If you have any questions about these Terms or the Products, please contact Samsara at info@samsara.com.