



Please review these **Integration Partner Terms (“Agreement”)** carefully, as they govern your integration partnership with Samsara Inc. (“Samsara”), any Integration, your registration for an account on, access to, or use of any Integration Partner Resource, and any Statement of Work (if applicable).

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1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 **“App Marketplace”** means the Samsara App Marketplace, which may be accessed at <https://www.samsara.com/resources/marketplace/> or another location provided by Samsara.

1.2 **“Confidential Information”** means any information related to any Product or Integration Partner Resource provided or made available to Integration Partner.

1.3 **“Developer Portal”** means the Samsara Developer Portal, which may be accessed at <https://developers.samsara.com/docs/partner-developer-portal> or another location provided by Samsara.

1.4 **“Integration”** means any (i) Partner Application or (ii) any other integration between your products and/or services and Samsara products and/or services, as to each of the foregoing made available or provided by you, or authorized by you to be provided or made available.

1.5 **“Integration Partner”** or **“you”** shall mean the company or legal entity for which you are accepting this Agreement.

1.6 **“Integration Partner Data”** means Customer Data as such term is defined in the Product Terms of Service with respect to Integration Partner’s use of Products.

1.7 **“Integration Partner Services”** means services provided by Integration Partner to Samsara or Samsara customer pursuant to any applicable Statement of Work and this Agreement.

1.8 **“Integration Support Services”** means any support, training, technical, or other professional services provided by Integration Partner with respect to an Integration. Such services shall include all ongoing support and maintenance of such Integration, including directly to Samsara customers.

1.9 **“Integration Partner Resource”** means the Developer Portal, App Marketplace, or any other Samsara Integration Partner tool or resource, including any Products or Partner Applications provided or made available to you in connection with any of the foregoing. Your use of or access to any of the foregoing includes your provision or making available of any Integration.

1.10 **“Parties”** shall mean Integration Partner and Samsara.

1.11 **“Partner Application”** means any application made available on the App Marketplace.

1.12 **“Products”** means the Samsara products and/or services that Samsara provides or makes available to Integration Partner in its sole discretion in connection with this Agreement.

1.13 **“Product Terms of Service”** means Samsara’s terms of service at <https://www.samsara.com/legal/platform-terms-of-service/>.

1.14 **“Security Incident”** means any breach of security resulting in the accidental, unauthorized, or unlawful destruction, loss, alteration, access, or disclosure of Product Data, Confidential Information, or Samsara customer data.

1.15 “**Statement of Work**” means any statement of work or similar contract, if applicable, that is executed by both Parties, pursuant to which Integration Partner provides services to Samsara.

1.16 “**Terms**” means the terms contained in this Agreement.

1.17 “**Website Terms of Service**” means Samsara’s website terms of service at <https://www.samsara.com/legal/website-terms-of-service/>.

2. **Agreement to Terms.** By indicating your acceptance of this Agreement, integrating or allowing the integration of your products and/or services with Samsara Products, registering for an account on, accessing, or using an Integration Partner Resource, executing a Statement of Work or document that references this Agreement, (the earliest date of any of the foregoing the “**Effective Date**”), you accept and agree to be bound by this Agreement on behalf of yourself and the entity you represent (such as your employer or other entity that is an Integration Partner) and represent and warrant that you are authorized to enter into this Agreement on behalf of such entity. If you do not agree to this Agreement or you are not authorized to access or use an Integration Partner Resource, you shall not use such Integration Partner Resource. If you have entered into a separate agreement with Samsara with respect to your use of or access to an Integration Partner Resource, to the extent there is a conflict between such separate contract with Samsara and this Agreement with respect to such Integration Partner Resource, this Agreement shall prevail with respect to such Integration Partner Resource. Samsara in its sole discretion may provide access to Integration Partner Resources to affiliates of Integration Partner pursuant to the terms of this Agreement. Integration Partner represents and warrants that it will ensure any such affiliates comply and agree to the terms and conditions applicable to Integration Partner herein, that it is fully responsible and liable for any breach of this Agreement by any such affiliates, that it has the authority to sign this Agreement on behalf of itself and any such affiliates, and that it otherwise has no other obligations that conflict with the Terms.

2.1 **Changes to Terms.** Samsara may modify the Terms at any time in its sole discretion. If Samsara does so, Samsara will inform you by posting the modified Terms to the Integration Partner Resource(s), Services, or our website or through other communications with you, our Integration Partner. It is important that you review the Terms whenever Samsara modifies them because if you continue to use the Integration Partner Resources 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 Integration Partner Resources.

3. **Product Terms of Service.** Samsara is under no obligation to provide Integration Partner with access to any Products under this Agreement, and any such provision is in Samsara’s sole discretion. Subject to the terms and conditions specified in this Agreement and any applicable Statement of Work, Integration Partner’s use and access of any Products made available by Samsara under this Agreement is subject to the Product Terms of Service. To the extent of any conflict between the Product Terms of Service and this Agreement, this Agreement shall prevail. Any capitalized terms not defined in this Agreement shall have the meaning set forth in the Product Terms of Service.

3.1 **Samsara Software License.** Subject to the terms and conditions specified in this Agreement and any applicable Statement of Work, Samsara grants Integration Developer a revocable, non-sublicensable, non-exclusive, non-transferable license to use and access the Samsara Software made available to Integration Developer in Samsara’s sole discretion hereunder. Any Samsara Software license provided under this Agreement is strictly (i) for Integration Partner’s internal use to the extent necessary to provide Integration Partner Services to Samsara or to use Integration Partner Resources under this Agreement, and (ii) in effect until the term specified in the applicable Statement of Work expires or the earlier termination thereof under this Agreement. Such license is terminable at any time by Samsara and shall immediately terminate upon the termination of this Agreement or the applicable Statement of Work, or upon Integration Partner’s breach of this Agreement.

3.2 **Hardware.** Any Hardware provided under this Agreement is (i) not owned by Integration Partner, and (ii) strictly for Integration Partner’s internal use to the extent necessary for Integration Partner to provide Integration Partner Services to Samsara or to use Integration Partner Resources under this Agreement. Integration Partner shall immediately return any Hardware upon request, upon termination of this Agreement or the applicable Statement of Work, or upon Integration Partner’s breach of this Agreement.

3.3 **Discretionary Services.** Samsara is under no obligation to provide a Hardware warranty, a Hosted Software SLA, Support Services, Refunds, or WiFi data in connection with any Products under this Agreement, and any such provision is in Samsara’s sole discretion. Samsara reserves the right in its sole discretion to limit or remove the provision of any of the foregoing at any time for any reason.

3.4 **Confidentiality.** Samsara Confidential Information includes Confidential Information as defined in this Agreement and shall be kept confidential by Integration Partner pursuant to the confidentiality obligations set forth in the Product Terms of Service.

4. Integration Partner Resources. Subject to the terms and conditions specified in this Agreement and any applicable Statement of Work, Integration Partner's use and access of any Integration Partner Resources under this Agreement is subject to the Website Terms of Service, with Integration Partner Resources subject to the terms and conditions applicable to "Sites" as such term is defined in the Website Terms of Service. To the extent of any conflict between the Website Terms of Service and this Agreement, this Agreement shall prevail.

5. Integrations.

5.1 Data Protection and Security. Integration Partner will maintain the security of the Integrations and will use industry standard security measures to prevent unauthorized access or use of any of the features and functionality of the Integrations. Additionally, Integration Partner will keep Integration Partner Data (including, where applicable, personal data) confidential and secure from unauthorized access by using industry-standard organizational and technical safeguards for such data, and with no less care than it uses in connection with securing similar data you store. Integration Partner will immediately notify Samsara of any Security Incident. Integration Partner will provide Samsara with information available to Integration Partner resulting from its investigation, mitigation, and remediation efforts, including any potential impact or effect on the Products or Integration Partner Data, the nature of the incident, specific information disclosed (if known), and will provide further information and assistance related to the Security Incident as may be requested by Samsara. Integration Partner will be solely responsible, at its own expense, for investigation, mitigation and remediation and its notifications in accordance with applicable laws and industry standards, provided that Integration Partner must obtain Samsara's approval for any breach notifications that refer directly or indirectly to Samsara.

(a) To the extent the Integrations include any information relating to an identified or identifiable natural person or household ("Personal Data"), Integration Partner further represents and warrants that (i) it has obtained all rights and will provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any third party that are necessary for Samsara or any Samsara customer or user of Samsara's products and/or services to use the Integrations in accordance with this Agreement;(ii) no Integration infringes upon or violates any other party's privacy rights; and (iii) it complies with all applicable law, including, but not limited to the EU GDPR, the UK GDPR, the UK Data Protection Act 2018, federal and state, and international data security and privacy statutes and/or regulations, and applicable data protection laws and regulations, industry standards and best practices.

(b) YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL PROCEEDING TO THE EXTENT ARISING FROM INTEGRATION PARTNER'S BREACH OF THIS PROVISION 5.1.

5.2 Integration Support Services. Integration Partner represents and warrants that (i) it shall be solely responsible for all Integration Support Services during the term of this Agreement and for one year after the term of this Agreement, (ii) such Integration Support Services shall meet industry standards and at least the quality and service levels that Integration Partner generally provides for its products and/or services, and (iii) Integration Partner shall provide such Integration Support Services at least in accordance with Integration Partner's standard support and maintenance terms and conditions. For clarity, such Integration Support Services do not include Samsara's Support Services to be provided to Samsara's customers.

5.3 Additional Requirements. In some instances, Samsara may require API credentials ("Tokens") to support or access an Integration or Integration Partner Resource. If such Tokens are issued, Integration Partner agrees that it will not share its Tokens with any unauthorized third parties and represents and warrants that it will keep such Tokens and all related login information secure. Any Tokens provided under this Agreement are strictly (i) for Integration Partner's use solely to the extent necessary to provide Integration Partner Services or to use Integration Partner Resources under this Agreement, and (ii) in effect until the term specified in the applicable Statement of Work expires or the earlier termination thereof under this Agreement. Access to such Tokens is terminable at any time by Samsara and shall immediately terminate upon the termination of this Agreement or the applicable Statement or Work, or upon Integration Partner's breach of this Agreement.

6. Warranties and Indemnification.

6.1 Warranty. Integration Partner represents and warrants (a) that the Integration Partner Services, if any, will be performed in a professional and workmanlike manner; (b) that the Integration Partner Services, if any, will be performed in accordance with best industry practices; (c) that none of the Integration Partner Services or any part of this Agreement is or will be inconsistent with any rights of third parties or any obligation Integration Partner may have to others, or infringe upon the intellectual property rights of any third party; (d) that the Integration Partner Services and any Integrations will perform substantially in accordance with the applicable specifications therefor and in accordance with any guidelines or documentation set forth on the Developer Portal, as may be updated from time to time; (e) that Integration Partner will maintain the functionality, quality, availability and

security of any Integration, Partner Application, or Integration Partner Services; (f) that the Integrations shall not contain any code, programming instruction or set of instructions that can damage, disable, impair, or interfere with or otherwise adversely affect computer programs, data files, or hardware of Samsara, Samsara customers, or users of Samsara products and/or services without the consent and intent of the computer user; (g) that Integration Partner has full power, right and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to Samsara herein, including without limitation, the rights to the Integrations provided under this Agreement; and (h) that the Integration Partner is in compliance with, and will perform the Services in compliance with, all applicable laws and Samsara's Business Partner Code of Conduct available at <https://www.samsara.com/legal/partner-code-of-conduct/>

6.2 Intellectual Property Indemnity. Integration Partner will indemnify, defend, and hold Samsara harmless from and against any and all costs, damages and expenses (including attorneys' fees and the costs of third-party vendors) arising out of or relating to any claim that the Integration Partner Services or any Integration violate any third party intellectual property or other proprietary right ("**Claim**"). Integration Partner will not settle any Claim unless the settlement agreement includes an unconditional release of Samsara with respect to the claim. Integration Partner further agrees that any such settlement will not materially impair Samsara's exercise of the rights granted to Samsara under this Agreement.

6.3 General Indemnity. Integration Partner agrees that it shall indemnify, defend, and hold Samsara harmless against any and all claims hereafter brought or asserted by any person against Samsara (a) relating to any physical or other bodily injury or physical damage to property arising from, or in connection with, any alleged or actual act or omission to act of the Integration Partner or any of its employees or independent contractors, or (b) arising from Integration Partner's negligence, misconduct, or breach of an obligation, representation, warranty, or other provision of this Agreement.

7. Term. The term of this Agreement begins upon the Effective Date and shall continue until one (1) year after the expiration of the last active Statement of Work, or until otherwise terminated earlier as provided hereunder.

7.1 Termination. Samsara may terminate this Agreement immediately upon notice for any reason. Samsara may terminate Integration Partner's access to the Products or Integration Partner Resources at any time for any reason. The availability of any Integration to Samsara customers, including through an Integration Partner Resource, is in Samsara's sole discretion, and Samsara may terminate such availability at any time.

7.2 Effect of Termination. Upon termination of this Agreement or at any time upon request, Integration Partner must immediately cease use of all Products and Integration Partner Resources; return all Hardware to Samsara; destroy or return to Samsara all Confidential Information; and provide written certification that it has done so within ten (10) days. Upon termination of this Agreement or at any time in its sole discretion, Samsara may delete or remove access to Integration Partner Data at any time for any reason. Upon termination, all of Integration Partner's rights hereunder shall immediately cease, except Sections 3, and 5- 11, shall survive termination of this Agreement.

8. Limitation of Liability. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND INTEGRATION PARTNER.

8.1 No Consequential Damages. SAMSARA SHALL NOT 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 SERVICES 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.

8.2 Cap. IN NO EVENT WILL ANY LIMITATION OF LIABILITY APPLY TO INTEGRATION PARTNER'S LIABILITY UNDER THIS AGREEMENT. IN NO EVENT WILL SAMSARA'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR INTEGRATION PARTNER RESOURCES EXCEED ONE HUNDRED DOLLARS (\$100).

9. Dispute Resolution. Any dispute arising from or relating to the subject matter of this Agreement 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 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**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.

10. Governing Law. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Integration Partner use of the Services 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.

11. Publicity. Integration Partner hereby grants Samsara permission to use the Integration Partner name and logo on Samsara's website, press releases, partner lists, SEC filings, earnings calls, and investor and marketing materials to list Integration Partner as an integration partner. However, Samsara will not use Integration Partner's name, trademarks, or logos in any other way without Integration Partner's prior consent. Integration Partner agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

12. General Terms.

12.1 Entire Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between Samsara and Integration Partner regarding the subject matter herein, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Integration Partner regarding the subject matter herein. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

12.2 Assignment. Integration Partner may not assign or transfer this Agreement, by operation of law or otherwise. Any attempt by Integration Partner to assign or transfer these Terms will be null and void. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

12.3 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement 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.

12.4 Notices. Any notices provided under this Agreement must be made in writing. Notices must be made via email to the email addresses below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Legal  
Email: [legalnotices@samsara.com](mailto:legalnotices@samsara.com)  
Telephone: (415) 985-2400  
Address: 1 De Haro Street, San Francisco, CA 94107

Integration Partner  
Name:  
Email:  
Telephone:  
Address:

12.5 Remedies. Either party's failure to enforce any right or provision of this Agreement 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 this Agreement, 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.

[END OF TERMS AND CONDITIONS]