

Data Import and Sharing Addendum

This Data Import and Sharing Addendum (“**Addendum**”) to the Samsara Terms of Service, available at <https://www.samsara.com/pdf/terms-of-service.pdf>, or other license and service agreement executed by Customer (the “**Samsara TOS**”), is entered into between Customer and Samsara on the terms set forth below.

Background

Customer uses Samsara Products to monitor and improve the efficiency, safety, and quality of its fleet vehicle operations through Samsara’s connected sensors and software.

Customer has asked Samsara to import Customer’s data from products and/or services Customer has procured from Customer’s independent third party business partner (“**Customer Business Partner**”) and to make such data available to Customer through Samsara Products. Customer has also asked Samsara to transmit Customer Data to Customer Business Partner in connection with Customer’s independent business relationship with Customer Business Partner.

Samsara is willing to do so on Customer’s behalf in accordance with and subject to this Addendum.

Agreement

- Samsara TOS.** Samsara and Customer (together, the “**parties**”) acknowledge and agree that the Samsara TOS shall remain in full force and effect, except to the extent modified by this Addendum. Any capitalized terms used but not defined herein shall have the meaning specified in the Samsara TOS. In the event of any conflict between the Samsara TOS and this Addendum, this Addendum shall prevail.
- Data Import and Sharing Instructions.** Customer hereby requests and instructs Samsara to collect, pull, ingest, and otherwise import all data (“**Customer Import Data**”) available from the products and/or services Customer has procured from Customer Business Partner (collectively, “**Customer Import Products**”) and to make all Customer Import Data available to Customer through the Samsara Products, including the Hosted Software. Customer agrees that Customer Import Data constitutes Customer Data under the Samsara TOS, and that all terms and conditions applicable to Customer Data under the Samsara TOS applies to Customer Import Data, including with respect to Samsara’s rights to use Customer Import Data. Customer further requests and instructs Samsara to transmit Customer Data, including access to Customer Data through the Hosted Software, to Customer Business Partner on Customer’s behalf, in accordance with this Addendum. Customer acknowledges that Customer Import Data and Customer Data includes data that may be deemed personal data or personal information under applicable laws. Customer understands and acknowledges that Samsara bears no responsibility for the Customer Business Partner’s use, disclosure, or other processing of Customer Data, including Customer Data accessed through the Hosted Software, and, without limiting the foregoing, that the Samsara TOS and Samsara’s Privacy Policy do not apply to the Customer Business Partner’s use, disclosure, or other processing of Customer Data. Customer is solely responsible for entering into any contractual or other arrangements with Customer Business Partner with respect to the Customer Data shared with the Customer Business Partner hereunder.
- Responsibility.** Customer agrees that, as between Customer and Samsara, Customer is solely responsible for, and hereby assumes all risk arising from, (i) Samsara importing and using Customer Import Data pursuant to this Addendum; (ii) the sharing of Customer Data with any Customer Business Partner hereunder; and (iii) Customer Import Products, including Samsara importing Customer Import Data from Customer Import Products and otherwise using, interacting with, or interfacing with Customer

Import Products, including any Customer Import Product APIs, in performing under this Addendum.

4. **Warranty.** Customer represents and warrants that it has all rights necessary, and has provided any necessary notice and obtained any necessary consents from end users, Customer Business Partner, or other individuals or third parties, for Samsara to import and use Customer Import Data, to use and integrate, interact, or interface with Customer Import Products, and to share Customer Data with Customer Business Partner pursuant to this Addendum. The individual accepting these terms (e.g., by clicking a box, toggling a selection, or otherwise indicating acceptance of these terms) represents and warrants that they have full and complete authority to bind the Customer to this Addendum, including all terms and conditions herein.

5. **Indemnification.** Customer shall indemnify, defend, and hold harmless Samsara from and against any claims, liabilities, penalties, fines, damages, or losses (including reasonable attorneys' fees and costs) arising from or related to (i) Customer's breach of Section 4 (Warranty); (ii) Samsara importing and using Customer Import Data pursuant to this Addendum; (iii) Samsara sharing Customer Data with any Customer Business Partner pursuant to this Addendum; or (iv) Customer Import Products, including Samsara importing Customer Import Data from Customer Import Products and otherwise using or integrating, interacting, or interfacing with Customer Import Products, including any Customer Import Product APIs, in performing under this Addendum.

6. **Term.** This Addendum becomes effective upon acceptance by Customer by clicking a box, toggling a selection, or otherwise indicating its acceptance of these terms and forms part of the Samsara TOS. This Addendum will remain in effect until the earlier of (a) termination of the Samsara TOS or (b) termination by either Party in accordance with this paragraph. Either Party may terminate this Addendum at any time upon ten (10) business days' prior written notice to the other Party. Samsara will take reasonable measures to terminate its import of Customer Import Data and its transmission of Customer Data to any and all Customer Business Partners pursuant to this Addendum on a going forward basis following the date of termination. Customer agrees that termination of this Addendum has no effect on (i) Customer Import Data already imported prior to such termination date and that Samsara's rights with respect to such Customer Import Data shall survive such termination until terminated pursuant to the Samsara TOS; and (ii) any prior sharing of Customer Data pursuant to this Addendum. Customer acknowledges that upon termination of this Addendum, Samsara may no longer make Customer Import Data available to Customer through the Samsara Products, including the Hosted Software. Sections 3 (Responsibility), 4 (Warranty), 5 (Indemnification), and 6 (Term) of this Addendum shall survive termination of this Addendum.