

QUOTE #Q-1463899

Issued 11-22-2024

Expires 12-29-2027

Sourcewell Contract #: 020221-SAM

**Prepared For:** 

Village of Orland Park 15655 Ravinia Ave Orland Park, Illinois 60462

Prepared By:

Sarah Paradis sarah.paradis@samsara.com

Quote Summary		Subtotal
Hardware and Accessories		USD \$0.00
Licenses License Term – 36 Months		
	Shipping and Handling Tax	
	Shipping and Handling	USD \$47.00
	Upfront Hardware Sales Tax	USD \$0.00
	Annual License Sales Tax	USD \$0.00
If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change. If Sales tax is "Pending" - Final amount will be provided prior to payment "3% fee charged on non-ACH charges (Canada Exempt) "Sales tax subject to change	First Year Payment	USD \$88,051.52
	Payments Beginning Year Two	USD \$88,004.52

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SHIP TO Joel Van Essen 15655 Ravinia Ave Orland Park, Illinois, 60462 United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 4 HW-CM34	5	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	5	\$0.00	\$0.00
Enhanced VG Series J1939 cable for Volvo/Mack OBDII connectors CBL-VG-CJ1939-VM	5	\$0.00	\$0.00
		Hardware Due	USD\$0.00

**Annual Unit Total Annual** Licenses Quantity **Price Price** License for Vehicle Gateways LIC-VG-ENT 106 \$400.08 \$42,408.48 License for Dual-Facing Camera LIC-CM2-ENT 96 \$431.64 \$41,437.44 License for Dual-Facing Camera LIC-CM2-ENT 5 \$431.64 \$2,158.20 License for Vehicle Gateways LIC-VG-ENT 5 \$400.08 \$2,000.40 **Annual License** USD \$88,004.52 Due



## Thank you for considering Samsara

Samsara's mission is to increase the safety, efficiency, and sustainability of the operations that power the global economy. We are the pioneer of the Connected Operations Cloud, which allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations. We are pleased to offer you the Samsara products and services included in this Order Form.

#### What is included?

Samsara's connected operations solution includes the Products listed in this Order Form. Licenses provide all features included in the respective license, including access to the following as applicable:

- Access to the Samsara Hosted Software dashboard and as applicable mobile App features
- Samsara Software updates
- API access for integration with third party systems as applicable to your licenses
- Support and maintenance for Samsara Products as applicable
- Access to learning resources

## **Payment Terms**

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

## **License Term**

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment,

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the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the Samsara Software licenses purchased under this Order Form in accordance with the applicable license scope ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

# **Support and Warranty**

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at <a href="https://www.samsara.com/support/hardware-warranty">www.samsara.com/support/hardware-warranty</a>. Additional support information can be found at <a href="https://www.samsara.com/support">www.samsara.com/support</a>.

### **Terms**

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at https://www.samsara.com/terms-of-service, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at https://www.samsara.com/terms-of-service shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17.1). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to

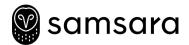


the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.



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### **Notification of Confidentiality**

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as preapproved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature	
Print Name:	
Date:	