

## **Affiliate Program Terms and Conditions**

If eligible, you can refer prospective customers to Samsara Inc. (“**Samsara**” or “**our**”) under this affiliate program (“**Affiliate Program**”) and earn USD\$150 in cash (“**Rewards**”) for each new customer (“**Prospect**”) who makes a qualifying purchase of Samsara products, subject to the terms and conditions set forth below (“**Program Terms**”). By enrolling in the Affiliate Program, participating in the Affiliate Program, and/or by receiving and accepting a Reward, if applicable, you, and the company or legal entity for which you are accepting these Program Terms (collectively, “**you**”) agree to these Program Terms with Samsara. If you are registering as a participant on behalf of an entity or other organization, you are representing that you have the authority to bind that entity.

### **1. Enrollment**

To enroll in the Affiliate Program, you must submit an application form containing full and accurate information and meet the eligibility criteria set forth in these Program Terms. If your application is approved, Samsara will provide you with an active and specifically assigned and unique URL (“**Affiliate Link**”).

### **2. Reward**

You will earn Rewards for each Prospect who completes a purchase of Samsara products through your Affiliate Link. Rewards will be reviewed for payout eligibility when the Prospect account is thirty (30) days post-purchase and if approved, sent within sixty (60) days of a Prospect’s Qualifying Purchase (as defined below). You will be solely responsible for any taxes, costs, expenses and fees in connection with receiving and accepting Rewards and the conduct of your business under these Program Terms.

### **3. Qualifying Purchase**

Only purchases made by a Prospect in compliance with this section and approved by Samsara (each, a “**Qualifying Purchase**”) will earn Rewards. Samsara may disqualify a purchase for any reason, such as:

- The Prospect was already a Samsara customer or was engaged with the Samsara Sales team;
- The Prospect did not purchase through your Affiliate Link;
- The Prospect account has not yet hit the thirty (30) day post-purchase threshold;
- The Prospect returned any part or all of their purchase during the thirty (30) day return period;
- The Prospect is a U.S. K-12 school, public library, or other government or government-affiliated agency/organization;
- You or a business you own are the Prospect (including separate contacts at the same business or a second business you are associated with); or
- More than sixty (60) days have passed from when you submitted the Prospect’s information to Samsara.

If you believe a purchase made by your Prospect was mistakenly disqualified, please contact [affiliate@samsara.com](mailto:affiliate@samsara.com). Samsara has sole discretion to determine whether a purchase is a Qualifying Purchase and whether to grant Rewards.

#### **4. Eligibility for Reward**

To be eligible to receive Rewards for a Qualifying Purchase, you must:

- Not already be Samsara customer;
- Not be prohibited by your employer from receiving the reward;
- Be at least 18 years of age or older;
- Not be employed by a U.S. K-12 school, public library, or other government or government-affiliated agency/organization;
- Not have another marketing or consulting relationship with Samsara outside of this Affiliate Program for which you receive other compensation;
- Agree to these Program Terms;
- Be in good standing in the Affiliate Program and possess an active Affiliate Link;
- Not have engaged in fraudulent activity, provided false or misleading information, or made any misrepresentations in your Affiliate Program application, while participating in the Affiliate Program, or while communicating with Samsara, our prospective Samsara customers, or other otherwise;
- Not have violated these Program Terms; and
- Not include your Affiliate Links on websites that (i) contain or promote inappropriate, improper, discriminatory, illegal, or otherwise harmful content or activities, (ii) list coupon codes or discounts not officially provided by Samsara; or (iii) infringe upon Samsara's intellectual property rights or the intellectual property rights of a third party.

Samsara reserves the right to determine, in its sole discretion, the eligibility of any party to participate in this Affiliate Program and to earn Rewards under the Program Terms.

#### **5. Additional Restrictions.**

Representatives of U.S. K-12 schools, public libraries, or other government or government-affiliated agencies/organizations, and any foreign officials as defined under the U.S. Foreign Corrupt Practices Act, are not eligible to receive Rewards.

Samsara reserves the right to withhold Rewards, in our sole judgment, if you (i) fail to meet any of the eligibility criteria above, or (ii) are otherwise ineligible for Rewards.

You agree to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>. Notwithstanding the foregoing, you will not, directly or indirectly, disclose (including, without limitation, through any press

release, advertising, customer list, web page, blog or other promotional or marketing material of any kind) not identify Samsara as a or partner or otherwise publicly use any Samsara's name, logo, trademarks or other intellectual property without Samsara's express prior written consent. If Samsara objects to the way you display Samsara's name, logo, or trademarks, or your Affiliate Link or any other related content, you agree to promptly remedy the issue.

You acknowledge and agree that the Affiliate Program is subject to applicable federal, state and local laws, and these Program Terms. By participating in the Affiliate Program, you agree to (i) abide by all applicable laws, these Program Terms, and any decision Samsara makes regarding the Affiliate Program, which Samsara shall make in its sole discretion, and (ii) waive any right to claim ambiguity in the Affiliate Program or these Program Terms and Conditions, except where prohibited by law. You further agree that you will not use spam e-mail or other forms of internet abuse (including spamming forums, blogs, Twitter, Facebook, etc.) to solicit leads or potential prospects..

#### 6. **Disclaimer; Release and Limit of Liability.**

Samsara makes no representations or warranties of any kind, express or implied, regarding any Rewards or your participation in the Affiliate Program. By participating in the Affiliate Program or receiving any Rewards, you agree to release and hold harmless Samsara, and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**"), from and against any claim or cause of action, including, but not limited to, damages of any kind, including direct, indirect, incidental, consequential or punitive damages to persons, arising out of participation in the Affiliate Program or receipt, use or misuse of any Rewards. The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by you or by any of the equipment or programming associated with or utilized in the Affiliate Program, including failure to disclose the relationship between you and Samsara under these Program Terms; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the Affiliate Program; or (iv) technical or human error which may occur in the administration of the Affiliate Program.

IN NO EVENT SHALL SAMSARA BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SAMSARA'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE PROGRAM TERMS EXCEED THE REWARDS PAID TO YOU BY SAMSARA UNDER THESE PROGRAM TERMS IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, AND BOTH YOU AND SAMSARA AGREE THAT SUCH REMEDY IS FAIR AND ADEQUATE.

#### **7. Personal Data.**

Samsara cannot operate the Affiliate Program without processing certain data supplied by and attributable to you, which may include personal data attributable to you ("**Personal Data**"). Personal Data supplied by you to Samsara in connection with the Affiliate Program may be processed by Samsara, its subcontractors, and other members of the group of companies to which Samsara belongs, for the sole purpose of administering the Affiliate Program. By participating in the Affiliate Program, you consent to the processing of any Personal Data supplied to Samsara as outlined above. Before submitting anyone's personal information to Samsara, including those of any Prospect, be sure you have the person's permission to do so. If you later find out you did not have such permission, please inform us as soon as possible. For more information about Samsara's processing of personal information, see [here](#).

#### **8. Confidentiality**

You acknowledge that you may obtain non-public business, technical or financial information relating to Samsara, including but not limited to marketing and/or training content, information, documentation, or other materials made available by Samsara as part of your participation in the Affiliate Program ("Confidential Information"). You agree: (i) to maintain the Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third party without Samsara's prior written consent; and (iii) not to use any Confidential Information for any purpose except to participate in the Affiliate Program as expressly provided by these Program Terms or as explicitly authorized by Samsara.

#### **9. Miscellaneous.**

Samsara may modify any of these Program Terms any time and at our sole discretion. Your continued participation in the Affiliate Program is considered acceptance of any such modifications. Samsara reserves the right to terminate these Program Terms and your participation in the Affiliate Program at any time, for any reason, upon notice.

You and Samsara are independent contractors and nothing in these Program Terms creates any partnership, joint venture, employment, franchise, or agency between you and Samsara. You have no authority to make or accept any offers or representations on behalf of Samsara.

These Program Terms will be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Samsara agree to attempt to resolve all

disputes arising out of or relating to these Program Terms amicably through good faith discussions. In the event that any such dispute cannot be resolved thereby within a period of sixty (60) days, such dispute shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, who may or may not be selected from the appropriate list of JAMS arbitrators. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, Samsara shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). For all purposes of this section, you and Samsara consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California.

If you have any questions about the Affiliate Program, please contact us at [affiliate@samsara.com](mailto:affiliate@samsara.com).