



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Mythics Emergent Group, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R220803 for Total Cloud Solutions and Services on this date 10/18/2022.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ X New Addition
____ Update Only
____ X Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Samsara's cloud-based solution allows businesses that depend on physical operations to harness IoT data to develop actionable business insights and improve their operations.
Please find Samsara Terms and Conditions for OMNIA Partners Total Cloud Solutions and Service contract that should be incorporated into the contract.

Submitted By: James Flint

Approved Date 10/19/2022 | 8:49 AM CDT

Title: VP, Corporate Development

Denied Date _____

Contact Number: R220803

Email Address: jflint@emergent360.com

Region 4 ESC: DocuSigned by: Robert Eigelmann
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SAMSARA TERMS AND CONDITIONS FOR OMNIA PARTNERS TOTAL CLOUD SOLUTIONS AND SERVICES

The terms and conditions applicable to this offering are as follows:

Samsara Support Services found at <https://www.samsara.com/support>

Samsara Hosted Software SLA found at <https://www.samsara.com/hosted-software-sla>

Samsara Hardware Warranty and RMA Policy found at <https://www.samsara.com/support/hardware-warranty>

Additional Samsara Terms

Samsara Direct Payments Provision. As reasonably required by Samsara and in the event that Samsara does not receive payment after ninety (90) days from the date of the Participating Public Agency's order, or in the event of Emergent's insolvency or similar law for the purpose of bankruptcy, reorganization, or liquidation, Participating Public Agency agrees to allow Samsara to seek payment directly from Participating Public Agency.

Where Participating Public Agency is identified on the Emergent Quote.

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling is subject to change. If Sales tax is "Pending" – Final amount will be provided prior to payment. *3% fee is charged on non-ACH charges (Canada Exempt). *Sales tax is subject to change.

What is included? Samsara's fleet tracking solution includes hardware accessories and a per gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms. This quote includes a license fee for the Samsara software associated with the hardware to be paid annually and, if applicable, a one-time hardware cost to be paid upfront (Net 30). Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Emergent may suspend the Service until late payments are remitted.

License Term. The license term for the Samsara software licenses purchased under this quote begins on the day Samsara activates the applicable Samsara software license by providing 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 quote, 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 quote, 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 quote subject to a schedule as mutually agreed between the parties or as determined by Samsara. The Samsara Software license term for each Hardware device will start on the day that device ships regardless of the shipment schedule for the other Hardware devices. If all Hardware is shipped in one shipment, the license term for all Hardware will be the full license term under this quote. If Hardware is shipped in multiple shipments, only the license term of Hardware in the initial shipment will be as such a full license term. The license term of the remaining 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 Hardware under this quote expires on the same date. The total cost of the licenses for 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 quote. Certain payment amounts under this quote 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.

Support and Warranty. Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. For more information, see our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms. Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's 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 this quote, in which case such separate terms of service agreement shall govern (the 'Terms of Service'). 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. You further agree that any other order you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable quote or order. For clarity, unless otherwise agreed by the parties or approved by Emergent, the pricing and payment terms under this quote shall not apply to any such other order.

The continuation of items ordered under this quote one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Emergent and/or Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Agreement close-out costs.

Notification of Confidentiality. Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Emergent and Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this quote shall (i) be held in strict confidence; (ii) not be disclosed to any Emergent or Samsara competitor or other entity, except as approved in writing by Emergent; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Emergent in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Emergent for which Emergent may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public.

A valid order shall incorporate the Emergent Quote Number by reference.