

Samsara Terms of Service
Last Updated: October 10, 2017

Please note: If you finance your Samsara purchase through our financing partner, VAR Technology Finance, please refer to the Terms of Service posted online at www.samsara.com/pdf/terms-of-service-varfinancing.pdf, as they govern your use of our products and services.

Welcome to Samsara. Please read these Terms of Service (the “**Terms**”) and our Privacy Policy (<https://www.samsara.com/pdf/privacy.pdf>) carefully because they govern your use of our products and services.

Definitions

“**Account**” means the account you create, via our Hosted Services, to access your Customer Data.

“**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

“**Cellular Data**” means cellular data connectivity available for Samsara gateway hardware.

“**Customer**” means the company or legal entity for which you are accepting this agreement, and affiliates of that company or entity.

“**Customer Data**” means data captured by your use of the Hardware, data entered by you into Apps and Hosted Software, and the analysis, reports, alerts, and other derivatives of the data generated by the Products.

“**Firmware**” means software embedded in or otherwise running on the Hardware.

“**Hardware**” means the Samsara hardware devices such as gateways, sensors, and accessories, that you have purchased, received for a free trial, or have otherwise acquired, through Samsara or from our authorized resellers or partners.

“**Hosted Software**” means our web-based software platform, including the interface accessed online at cloud.samsara.com.

“**Order Form**” means the paperwork describing the purchase of Samsara Products and Licenses issued by Samsara or an authorized Samsara reseller or financing partner.

“**Products**” means the Hardware, Firmware, Services, and Apps.

“**Samsara**” means Samsara Networks, Inc.

“**Services**” means the Hosted Software, Support Services, and Cellular Data that is included with your Samsara products.

“**Support Services**” means the customer support services described at www.samsara.com/support, and any additional product training, technical services, product documentation available through our website, or other professional services included in your purchase agreement.

“**Terms**” means these Terms of Service.

Agreement to Terms

By accepting this agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this agreement, you agree to be bound by these Terms. If you don't agree to these Terms, do not use the Products. If you are accessing and using the Products on behalf of a company (such as your employer) or other legal entity which is our Customer, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. References to “you” and “your” in these Terms refer to that company or other legal entity, our Customer.

You may not use the Services if you are our direct competitor, as determined in our sole discretion, except with our prior written consent. In addition, you may not access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion. If we do so, we will inform you either by posting the modified Terms within the Services or through other communications with you, our Customer. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Services, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Services. Because our Products are evolving over time we may change or discontinue all or any part of the Products, at any time and without notice, at our sole discretion. If we discontinue the Products or Services you have ordered from us you may request a refund for the prorated portion of your prepaid license.

License

Subject to the terms and conditions specified in your Order Form or free trial agreement, Samsara grants you non-sublicensable, non-exclusive, non-transferable licenses (i) to use the Firmware on the Hardware (the “**Firmware Licenses**”), and (ii) to use the Services (the “**Services Licenses**”), until the license term expires or the earlier termination of this Agreement.

The Support Services we provide to you are included in the cost of the Services License. Please see our website for our more information about our Support Services.

The Firmware License for each item of Hardware you purchase is contingent upon you purchasing and maintaining a valid Services License. The Firmware is licensed, not sold. You own the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. The Firmware is protected by United States copyright law and international treaties. Conditioned upon your compliance with these Terms, Samsara grants you a non-exclusive and non-transferable license to use the Firmware in connection with the Services. Samsara reserves all rights in the Firmware not expressly granted to you in these Terms.

You acknowledge and agree that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Firmware, in whole or in part, or permit or authorize a third party to do so.

Hardware Installation

Depending on your intended use of the Products, you may require professional installation of the Hardware. If you are unable to install the Hardware, or if you are uncertain that you have the requisite skills and understanding, you agree to consult with a qualified installer. Improper installation can lead to damage of the equipment into which you are installing the hardware or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Samsara's liability is limited under these Terms as described below.

Software Updates

Samsara continuously improves our Products. As such, we may from time to time update the Hosted Software, cause Firmware updates to be automatically installed onto your Samsara Hardware, and update the Apps installed on your mobile devices and available for download via Google Play and the Apple App Store. These updates may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to you. You hereby consent to such automatic updates.

Payment

The payment and billing terms are set forth in the Order Form.

Registration and Your Information

In order to use the Products, you will need to create an Account. You can do this via the Hosted Services. In order to access your Customer Data you will need to log into your Account.

You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

Privacy Policy

Please refer to our Privacy Policy (<https://www.samsara.com/pdf/privacy.pdf>) for information on how we collect, use and disclose information from our users and Account holders.

Customer Data

Your Customer Data is accessible via the Apps and Hosted Software. You own all Customer Data, and we will keep your Customer Data confidential. In order for us to provide the Services to you, you hereby grant to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute your Customer Data in connection with operating and providing the Services. We will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Customer Data. We will never share your Customer Data without your consent, except when the release of data is compelled by law. Samsara may access your Customer Data as necessary to troubleshoot and improve the Services.

You acknowledge and agree that we may anonymize Customer Data and use this anonymized data for the benefit of our customers and to market our products. For example, we may aggregate anonymized fuel consumption data from various customer organizations, and use this data to provide our customers with insights into how to lower their fuel cost.

You may export your Customer Data at any time through the export features in the Samsara dashboard or via our API. While we aim to make as much of your Customer Data as possible available for export, you acknowledge that some information may not be exportable via the Samsara dashboard or the API.

Please [contact](#) Support for information on how long your Customer Data will be stored by Samsara.

Customer Data generated during a free trial may be deleted immediately upon completion of the trial, unless you purchase the trial equipment and license prior to the trial's expiration. If your customer agreement with Samsara terminates or expires and you do not renew, your Customer Data may be immediately deleted. You acknowledge that not all Customer Data is intended for long-term storage. Contact Samsara support if you have questions about what data is being stored.

Confidentiality

Samsara agrees not to share your Customer Data. Additionally, Samsara agrees not to share any data or information that you provide to Samsara for the purpose of evaluating, procuring, or configuring the Services. Examples of such information include makes and models of your vehicles or equipment, your address book or CRM data, vehicle routes, or similar information. However we may disclose this information if we are compelled by law to do so.

Ownership of the Services

Samsara and its licensors exclusively own all right, title and interest in and to the Services and the Firmware on Samsara Hardware that you purchase or obtain, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

General Prohibitions and Samsara's Enforcement Rights

You agree not to do any of the following without Samsara's express prior written consent:

- Resell, white label, or reproduce the Services or any individual element within the Services, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Services;
- Access, tamper with, or use non-public areas of the Services, Samsara's computer systems, or the technical delivery systems of Samsara's providers;
- Attempt to probe, scan or test the vulnerability of any Samsara system or network or breach any security or authentication;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Samsara or any of Samsara's providers or any other third party (including another user) to protect the Services;
- Transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party
- Disassemble, decompile or reverse engineer the firmware, in whole or in part, or permit or authorize a third party to do so.
- Hack into, disable, disrupt, or access without authorization any part of the Services, or attempt any of the foregoing;
- Attempt to decipher, decompile, disassemble or reverse engineer any aspect of the Services;
- Impersonate or misrepresent your affiliation with any person or entity;
- Use the Services if you are our direct competitor, as determined in our sole discretion;
- Access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Publicity

You hereby grant Samsara permission to use your company name and logo on our website, customer lists, and marketing materials to list you as our customer. However, Samsara will not use your name, trademarks, or logos in any other way without your prior consent.

Term

The term of these Terms begin upon your creation of an Account, or as set forth on the purchase agreement, and shall continue until the expiration of the last active Order Form, your license period ends, you stop using the service, you deactivate your Account, or until terminated earlier as provided in these Terms.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time upon notice to you. However, if we terminate your access to the Services at our convenience and not due to your breach of these Terms, then we will provide you with a refund for the value remaining on your pre-paid license in your purchase agreement. You may cancel your Account at any time by submitting a support ticket to Samsara support. Upon any termination, discontinuation or cancellation of Services or your Account, the following provisions of these Terms will survive: Payment, Customer Data, Ownership of the Services, General Prohibitions and Samsara's Enforcement Rights, Termination, Warranty Disclaimers, Indemnity, Limitation of Liability, Dispute Resolution, and General Terms.

Warranty Disclaimers

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. Please see our website for information about our Hardware warranty and Hosted Software SLA.

Limitation of Liability

NEITHER SAMSARA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, 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 SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SAMSARA 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 TO YOU.

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 SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO SAMSARA FOR USE OF THE SERVICES, OR IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), OR ONE HUNDRED DOLLARS (\$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND YOU.

Dispute Resolution

Governing Law

These Terms 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 your 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.

General Terms

These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Services, however if an Order Form differs from these Terms then the Order Form supersedes these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. 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.

Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Samsara's failure to enforce any right or provision of these Terms 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 Samsara. Except as expressly set forth in these Terms, 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.

Contact Information

If you have any questions about these Terms or the Services, please contact Samsara at info@samsara.com or by mail at 201 Potrero Ave, San Francisco, CA 94103.