

ATTACHMENT E-__

Samsara Terms of Service Last Updated: March 2020

Welcome to Samsara. Please read these Terms of Service (the “**Agreement**”) carefully because they govern your use of our products and services.

1. Definitions.

- 1.1 “**Account**” means the accounts Customer creates, via the Hosted Software, to access Customer Data.
- 1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.
- 1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.
- 1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.
- 1.5 “**Customer**” means the company or legal entity for which you are accepting this agreement, and Affiliates of that company or entity.
- 1.6 “**Customer Data**” means data captured by Customer’s use of the Hardware, data entered by Customer into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.
- 1.7 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.
- 1.8 “**Firmware**” means software embedded in or otherwise running on the Hardware.
- 1.9 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.
- 1.10 “**Hosted Software**” means Samsara’s web-based software platform, including the interface accessed online at cloud.samsara.com.
- 1.11 “**Order Form**” means the quote describing the purchase of Samsara Products and licenses issued by Samsara.
- 1.12 “**Pre-Launch Offerings**” means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.
- 1.13 “**Products**” means the Hardware and Services.

1.14 **“Professional Services”** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara’s sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.15 **“Refund”** means an amount refunded to the Customer pursuant to the terms of this Agreement equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the original license termination date specified in an Order Form, and (ii) the cost of purchased Hardware. For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.16 **“Samsara Software”** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.17 **“Services”** means the Samsara Software and Professional Services.

1.18 **“Support Services”** means the customer support services described at www.samsara.com/support, and Documentation, but excluding any Professional Services.

1.19 **“Terms”** means the terms contained in this Agreement.

2. 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.

3. 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.

4. License. Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable license to use and access the Samsara Software in accordance with the Documentation, until the license term on an applicable Order Form expires or the earlier termination of this Agreement. The Support Services and the Hosted Software SLA at <https://www.samsara.com/hosted-software-sla> are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware that the Customer purchases is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

5. License Restrictions. Customer agrees not to do any of the following without Samsara’s express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara’s name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software, Samsara’s computer systems, or the technical delivery systems of Samsara’s providers; (iii) attempt to probe, scan or test the vulnerability of any Samsara system or network or breach any security or

authentication; (iv) 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 Samsara Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) unless permitted under applicable law, disassemble, decompile or reverse engineer the Samsara Software, in whole or in part, or permit or authorize a third party to do so; (vii) hack into, disable, disrupt, or access without authorization any part of the Services, or attempt any of the foregoing; (viii) attempt to decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software; (ix) impersonate or misrepresent an affiliation with any person or entity; (x) use or access the Samsara Software for any competitive purpose; (xi) perform benchmark testing on the Samsara Software; (xii) violate any applicable law or regulation; or (xiii) encourage or enable any other individual to do any of the foregoing. Samsara has the right to investigate violations of these Terms or conduct that affects the Samsara Software. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation. Customer is responsible for installation of the Hardware. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware. If Customer is unable to install the Hardware, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer. Improper installation of the Hardware can lead to damage of the equipment into which Customer is installing or dangerous or life-threatening conditions, which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please visit <https://www.samsara.com/support/hardware-warranty>.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Customer Samsara Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If we discontinue supporting the Products or Services you have ordered from us without replacing them with an updated version or newer model, you may request a Refund. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to provide all feedback reasonably requested by Samsara regarding such Pre-Launch Offerings and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "**Feedback**") provided by Customer to Samsara related to the Pre-Launch Offering. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer; (ii) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (iii) Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

8. Payment, Shipping, and Delivery. The payment and billing terms are set forth in the applicable Order Form. Customer is responsible for all payments of applicable taxes, however designated or incurred under this Agreement, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. All shipments are FOB origin, freight pre-paid and added to the Customer's invoice.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL PROCEEDING TO THE EXTENT ARISING FROM OR ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR THE CUSTOMER'S BREACH OF THIS PROVISION.

10.3 Data Protection Addendum. The "**Data Protection Addendum**" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of the Agreement and supersedes any prior agreements regarding Customer Personal Data. The

terms “**Processing**”, “**Personal Data**”, and “**Customer Personal Data**” used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1 Confidential Information. “**Confidential Information**” means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as “confidential” or “proprietary” at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes information related to any Products, including the pricing thereof, customers, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party’s confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party’s Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under this Agreement under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party’s Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party’s expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns 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. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees 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.

13. Wifi Data Usage. Where applicable, any Vehicle Gateway license identified on an Order Form includes up to 500MB per month of WiFi data with the Enterprise License (LIC-VG-ENT) or up to 200MB per month of WiFi data with the Express License (LIC-VG-EXPRESS). Connectivity between the Vehicle Gateway and Samsara Services does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

14. Links to Third Party Websites or Resources. The Services may contain links to third-party websites or resources. Samsara provides these links only as a convenience and is not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third-party websites or resources.

15. Publicity. Customer hereby grants Samsara permission to use the Company name and logo on Samsara's website, customer lists, and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.

16. Term. The term of this Agreement begins upon the date on which you accept this Agreement, either by clicking a box indicating your acceptance or by executing an Order Form that references this Agreement, and shall continue until the expiration of the last active Order Form where the license period ends or until otherwise terminated earlier as provided hereunder.

16.1 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.

16.2 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of these Terms will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Samsara Hardware warranty, please visit <https://www.samsara.com/support/hardware-warranty>.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL,

PUNITIVE, 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 PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY 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.

18.2 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

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

19. Dispute Resolution. Any dispute arising from or relating to the subject matter of this Agreement that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally settled by arbitration in San Francisco, California, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.

20. Governing Law. This Agreement 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 Customer 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.

21. General Terms.

21.1 Miscellaneous. 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 terms of the Order Form control over 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. Either Party'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 both Parties. 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.

21.2 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.3 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.4 Financed Purchases. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim. You acknowledge and agree that when you sign the financing documents with the Lender, the Lender is prepaying for the Products on your behalf and such prepayment is final and cannot be refunded. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in your Financing Agreement you have signed to finance the acquisition of the Products. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims to Lender. If you are purchasing through a Lender, Samsara may only terminate your access to the Products should you breach these Terms or the terms between you and the Lender. Any refunds issued under this Agreement by Samsara shall be remitted to the Lender in reduction of the total number of remaining payments owed by you. Samsara shall remit any refunds issued pursuant to the terms of this Agreement to the Lender in reduction of the total number of remaining payments owed by you.

21.5 Contact Information. If you have any questions about these Terms or the Services, please contact Samsara at info@samsara.com or by mail at 1990 Alameda St., 5th Floor, San Francisco, CA 94103.