

FIRST AMENDMENT TO PIGGYBACK AGREEMENT

THIS FIRST AMENDMENT TO PIGGYBACK AGREEMENT (hereinafter "Amendment") is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and SAMSARA INC., a business having its primary business location at 1990 Alameda Street, 5th Floor, San Francisco, CA 94103 (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Fleet Management Software for GPS Reporting Services dated May 30, 2024 (hereinafter "Contract"); and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. Section 4. of the Contract is rescinded in its entirety and replaced with the following language:

Section 4. Term of Agreement.

4.1 The term of this Agreement shall begin upon the date of execution by both parties to this Amendment and shall terminate on May 29, 2026. The term of this Agreement may be extended in one (1) year increments, for up to three (3) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Agreement renewal, amendment and/or modification upon approval by the County Attorney's Office.

SECTION 2. Section 3.1. of the Contract is hereby amended to increase the compensation amount for the goods/services to be provided under the Contract by Fifty-Four Thousand Five Hundred Thirty-Nine Dollars and 40/100 (\$54,539.40) and the County shall now compensate the Vendor in an amount not to exceed One Hundred and Three Thousand, Seven Hundred Fifty-Three Dollars and 10/100 (\$103,753.10).

SECTION 3. In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 4. All other terms and conditions of the Contract not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect. The Parties agree that in the event of any conflict between the terms and conditions of the Agreement and/or any

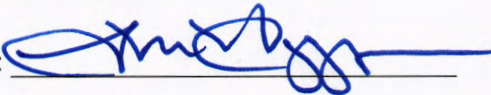
CM3671-A1

exhibit or attachment to the Agreement and the terms and conditions of this Amendment, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

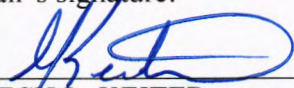
Signature: 

Print Name: A.M. "HUPP" HUPPMANN

Title: Chair

Date: 6-9-25

Attest as to authenticity of the
Chair's signature:



MITCH L. KEITER
Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS
DENISE C. MAY, County Attorney

SAMSARA INC.

Signature: Adam Eltoukhy

By: Adam Eltoukhy

Title: Chief Legal Officer

Date: 5/8/2025

~~XXXXXX~~
Exhibit A



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1850394

Issued 04-10-2025

Expires 06-18-2025

Sourcewell Contract #: 020221-SAM

Prepared For:

County of Nassau, FL
1201 Atlantic Ave
Yulee, Florida
32097

Prepared By:

Sarah Paradis
sarah.paradis@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term - 12 Months

USD \$54,539.40

Shipping and Handling
Tax

Shipping and Handling

USD \$0.00

Sales Tax Total

USD \$0.00

Due Upfront

USD \$54,539.40

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



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SHIP TO			
Hardware and Accessories	Quantity	Net Unit Price	Total Price
		Hardware Due	USD 0

Licenses	Quantity	Net Unit Price	Total Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	182	\$234.60	\$42,697.20
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC	33	\$122.40	\$4,039.20
License for Unpowered Asset Tracker LIC-AG-UNPWR	29	\$102.00	\$2,958.00
License for Asset Gateways LIC-AG2-ENT	25	\$193.80	\$4,845.00
		License Due	USD \$54,539.40



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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

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 order form includes a license fee for the Samsara Software associated with the Hardware to be paid upfront beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. 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



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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, 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 features included with the Samsara Software licenses purchased under this Order Form ("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 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 standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-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



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service found at <https://www.samsara.com/legal/public-sector-customers-platform-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). 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 pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara 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. 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.

Billing Details:

Bill to:

County of Nassau, FL

1201 Atlantic Ave
Yulee, Florida, 32097

Billing Contact:

Name: Becky Liddell

Title:

Billing Email: bliddell@nassaucountyfl.com

Phone Number: 9045306121

Payment Information:

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Upfront Payments

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent



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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:
