

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into by and among (i) Samsara Inc. (the "Company") and (ii) the party set forth on the signature page to this Agreement under the heading "Recipient" (such party, together with its affiliates and subsidiaries, is referred to in this Agreement as "Recipient") as of the effective date set forth on the signature page to this Agreement (the "Effective Date"), to protect the confidentiality of certain confidential information of the Company that has been or may be disclosed to Recipient solely for the purpose of Recipient procuring products or services from Company (the "Permitted Use").

1. Confidential Information. As used in this Agreement, "Confidential Information" means any and all technical, financial, business, or other information provided, disclosed, or made available by the Company to Recipient or any of its Representatives (as defined below), whether before, on, or after the date of this Agreement, which includes, without limitation: (a) any information provided to Recipient or any of its Representatives in connection with any current or future agreement between Recipient and Company; (b) any information related to the Company's pricing, products, services, technology, software, hardware, firmware, and any features thereof; (c) any information embodied in tangible material (such as documents, drawings, pictures, graphics, software, hardware, graphs, charts, or disks) and labeled as "Confidential" or bearing a similar legend (or identified as such in any transmittal email or other communication); (d) any information disclosed orally or visually and identified as confidential at the time of disclosure; and (e) all other information that Recipient knew, or reasonably should have known, was the Confidential Information of the Company. As used in this Agreement, "Representatives" means the officers, directors, employees, accountants, attorneys, and professional advisors of Recipient.

2. Recipient's Obligations. Recipient agrees that it and its Representatives (i) shall hold in strict confidence and not disclose to any person or entity any Confidential Information, and (ii) shall not use the Confidential Information for any purpose other than the Permitted Use; provided, however, that Recipient may disclose Confidential Information only to those Representatives who reasonably need to know such information in connection with the Permitted Use, provided that such permitted Representatives shall be informed by Recipient of the confidential nature of such information and shall be bound by confidentiality obligations at least as restrictive as those set forth herein. Without limiting the foregoing, Recipient shall also protect such Confidential Information with at least the same degree of care that Recipient uses to protect its own Confidential Information, but in no case less than reasonable care. Recipient shall be responsible and liable for any unauthorized use of the Confidential Information or any breach of this Agreement by any Representative. Additionally, Recipient shall: (i) immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information; (ii) upon written request of the Company or termination of this Agreement, promptly destroy or return to the Company all documents and other tangible materials representing any Confidential Information and all copies thereof, and provide written certification to Company of the same within ten (10) days; and (iii) not reproduce any Confidential Information in any form except as required for the Permitted Use and provided that any such reproductions contain any and all confidential or proprietary notices or legends that appear on the original.

3. Exclusions; Required Disclosures. Recipient will not have any obligations under this Agreement for information that: (a) was in the public domain at the time it was disclosed to Recipient or entered the public domain subsequent to the time it was disclosed to Recipient, through no fault or breach of this Agreement by Recipient or any other person or entity subject to confidentiality obligations; (b) was in Recipient's possession free of any obligation of confidence at the time it was disclosed to Recipient; (c) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time it was disclosed to Recipient; or (d) was independently developed prior to the Effective Date by employees or agents of Recipient who had no access to any Confidential Information. Additionally, Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* Recipient provides the Company with reasonable prior written notice of such disclosure and makes a reasonable effort to seek, or to assist the Company in seeking, to prevent, limit, or protect any such disclosure to the maximum extent allowed under the law.

4. Ownership. Confidential Information is and shall remain the sole property of the Company. Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient shall not, and no Representative shall, make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other, license any products or services to the other, or to require the Company to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.

5. Term. This Agreement will terminate on the later of (i) three (3) years after the Effective Date or (ii) one (1) year after the last termination date of any written agreement entered into between the Company and Recipient within three (3) years after the Effective Date (the "Term"). Furthermore, this Agreement may be terminated by the Company at any time upon thirty (30) days' written notice to Recipient. The Recipient's obligations to protect Confidential Information received during the Term shall continue for five (5) years from the date of disclosure by the Company. Recipient's and the Representatives' obligations under this Agreement will be binding upon Recipient's heirs, successors, and permitted assigns. Notwithstanding anything to the contrary herein, Recipient's and the Representatives' obligations with respect to all Confidential Information which is a trade secret of the Company will survive any termination or expiration of this Agreement for so long as such information remains a trade secret.

6. THE COMPANY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY RECIPIENT AT ITS OWN RISK. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. Equitable Relief. Recipient hereby agrees that any breach of this Agreement will cause irreparable damage to the Company for which recovery of damages would be inadequate, and that the Company will be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

8. General. This Agreement and any action related thereto will be governed by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement must be brought in the state courts or federal courts located in San Francisco County, California, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Recipient shall not (nor shall any Representative) assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company and any attempted assignment or transfer in violation of the foregoing will be null and void. Recipient agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

Notwithstanding the foregoing, Recipient shall not use the Company as a reference for new business, or issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the Company's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without obtaining the Company's prior express written consent. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters.

**In Witness Whereof**, the parties have caused this Non-Disclosure Agreement to be executed as of the Effective Date set forth below.

**EFFECTIVE DATE OF AGREEMENT:**

**“COMPANY”**

SAMSARA INC.

Signature: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

**“RECIPIENT”**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

Recipient's Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_