



Rarestep, Inc., dba Fleetio

## Order Form

### Customer Information

Customer: Town Of Apex

Contact:

Account ID:

Billing Email: john.mullis@apexnc.org

Account Executive: Katie Gaskins

Billing Address: 105 Upchurch St, Apex, North Carolina 27502, United States

### Order Information

Quote Expiration Date: July 1, 2024

Initial Term: 24 months

Initial Term Start Date: July 1, 2024

Reference: 0065G00000yta3aQAA

Initial Term End Date: June 30, 2026

### Subscriptions

Product	Quantity	Price	Discount	Per Payment Amount
Premium Subscription	700	\$90.00	25%	\$47,250.00

*Any discount listed in the table above shall be applicable only to the Initial Term. Thereafter, such discount(s) shall revert to zero for any renewal terms.*

*Fleetio is required to charge sales tax on your order pursuant to certain state and local tax laws where it is registered to collect tax. Any applicable tax charges will appear separately on your invoice.*

### Payments

*Upon execution of this Order Form and for each Renewal Term, if applicable, Customer shall pay the fees as described above. All monetary amounts are in United States dollars unless otherwise expressly stated.*

*Credit card or bank account (ACH) must be added to automatically process payments ("AutoPay"). Instructions will be sent upon agreement completion. The following types of customers are required to pay via AutoPay, with first payment to be made on the Initial Term Start Date and on the first day of each payment period thereafter (as indicated under "Payment Frequency" above, "**Payment Period**"): those on the Essential Plan, and those on any other Plan having an annual (or annualized) payment of less than \$5,000.*

*Payment is due in full within 15 Days days of receipt for all invoices not paid via AutoPay as specified below. If Customer is paying by remittance (as specified below), then an invoice shall be issued on the Initial Term Start Date and on the first day of each Payment Period thereafter, if any.*

Product	Payment Frequency	Payment Type
Premium Subscription	Annual	Remittance

### Tax Exemption Information

Tax Exempt Customer: No

### Onboarding Services

All onboarding services must be used within the 90-day period following the Initial Term Start Date. Customer and Fleetio agree to begin onboarding services within 30 days of the Initial Term Start Date.

## Subscription Terms and Conditions

By renewing the subscription, the parties reaffirm their legal obligations based on the previously agreed upon Terms of Service agreed to by the parties on December 18, 2019 (the "Terms of Service") and this Order Form... In the case of any conflict among the preceding documents, the Order Form shall govern. The Terms of Service and this Order Form constitute the entire agreement between the parties for the services above and cannot be modified (including by any purchase order not explicitly referenced and incorporated herein) without the prior written consent of both parties. **THERE SHALL BE NO FORCE OR EFFECT TO ANY DIFFERENT TERMS OF ANY RELATED PURCHASE ORDER OR SIMILAR FORM EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF.**

Rarestep, Inc., dba Fleetio

Town Of Apex

Signature

Title

Signature

Title

Name

Date

Name

Date

## Fleetio Support

### Schedule: Fleetio Support Services

During the Term of this Order Form, Fleetio shall provide assistance to Customer via email, telephone, and online chat during normal Fleetio business hours as set forth on Fleetio's website (<https://www.fleetio.com/contact>). Further, Customer shall have access to support documentation via Fleetio products at any time.

Fleetio shall use reasonable commercial efforts to correct, at no additional charge, any reproducible errors reported by Customer within the timeframes described in the table below:

Category	Severity	Definition	Acknowledgement SLA	Resolution SLA
Critical Production Incidents	P1	Service Down/Unusable: An essential customer business service is critically impacted and there is no workaround available.	Within 1 business hour of the incident being logged by Customer via the Fleetio support portal. Status updates may also be available at <a href="https://status.fleetio.com">status.fleetio.com</a> .	ASAP.

Non-Critical Production Incidents	P2	Service Severely Impaired: An essential business service is impacted.	Within 8 business hours of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled ASAP to be addressed as the product development schedule permits.
Non-Critical Production Incidents	All other Requests	Service Usable: There is very little to no impact to the business. There may or may not be a workaround available. May reflect an area or possible service enhancement	Within 3 business days of the incident being logged by Customer via the Fleetio support portal.	Will be scheduled when there are enough similar cases accumulated to be addressed in an update.

Fleetio shall review all requests for improvements and new functionality, but Fleetio shall have no obligation to provide any modifications to the Services.

Fleetio reserves the right, from time to time, to make modifications to support services (or particular components thereof), provided that such modifications do not materially reduce the support services in effect as of the Effective Date of this Order Form. Fleetio shall notify Customer of any such changes to support services.

The following text shall be appended to the Terms of Service as follows:

*Maximum Number of Assets Managed. Subscription Fees are based on the number of assets managed by Customer using the Services. The maximum number of assets (the "Cap") which may be managed using the Services is indicated in the "Quantity" column under "Subscriptions" on the first page of the Customer's Order Document. Customer may request an increase in the Cap at any time during the Term, but Customer may not reduce the Cap during the Initial Term or during any Renewal Term. A new Subscription Fee quoted to Customer for a higher Cap shall apply effective on the day that new Cap becomes effective ("New Cap Effective Date") until the end of the then-current Initial Term or Renewal Term, as applicable, unless another Cap Increase is requested. Fleetio shall issue to Customer, an updated invoice that reflects the additional amount owing as a result of the Cap increase (the "Additional Fee Amount"). By way of example only, using a Subscription Start Date of Jan. 1, 2024 and an Initial Term of 12 months, with Customer starting with an annual Subscription Fee of \$10,000, and increasing Customer's Cap effective as of July 1, 2024 with a new annual Subscription Fee of \$20,000 for the new Cap, such new Subscription Fee would apply to the period from July 1 through Dec. 31, 2024. There are 182 days from Jan. 1 through June 30, 2024 (leap year) ("First Half") and 184 days from Jul. 1 through Dec. 31, 2024 ("Second Half"). The Subscription Fees for the First Half would be the product of  $\$10,000 \times 182/366 = \$4,972.68$ . The Subscription Fees for the Second Half would be the product of  $\$20,000 \times 184/366 = \$10,054.64$ . The total Subscription fees for 2024 would be  $\$4,972.68 + \$10,054.64 = \$15,027.32$ . Customer would have already prepaid \$10,000, and therefore the Additional Fee Amount that would be invoiced would be \$5,027.32. If Customer is billed via AutoPay (as defined in the Ordering Document), then Customer's method of payment on file shall be debited in the amount of the Additional Fee Amount on the New Cap Effective Date or promptly thereafter. If Customer is billed via Remittance, then an invoice in the amount of the Additional Fee Amount shall be issued to Customer on the New Cap Effective Date or promptly thereafter. In the event that Customer is required to agree to the terms located at <https://www.fleetio.com/terms> in connection with a request to increase Customer's Cap, such terms shall be of no force or effect, and the purchase of Services by Customer from Fleetio shall continue to be governed by this Terms of Service.*

Deal Desk Initials:

AE Initials: