



Rarestep, Inc., dba Fleetio

Customer Information

Customer:	Town of Apex	Contact:	
Account ID:		Billing Email:	john.mullis@apexnc.org
Account Executive:	Adam Jacquez	Billing Address:	105 Upchurch Street, Apex, North Carolina 27502, United States

Order Information

Quote Expiration Date:	June 30, 2026	Initial Term:	24 months
Initial Term Start Date:	July 1, 2026	Reference:	006QQ000009qypJYAQ
Initial Term End Date:	June 30, 2028		

Subscriptions

Product	Quantity	Price	Discount	Per Payment Amount
Premium	800	\$120.00	37.5%	\$60,000.00
Tools	500	\$5.70	%	\$2,850.00

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	Annual	Remittance
Tools	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

Upon renewal of the subscription, the parties agree to be legally bound by the Fleetio Master Subscription Agreement found at <https://www.fleetio.com/terms/msa> ("MSA"), as modified by the attached Addendum, and this Order Form. In the case of any conflict among the preceding documents, the MSA shall govern. The MSA 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 status.fleetio.com .	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.

Deal Desk Initials:

AE Initials:

Town of Apex Addendum to Fleetio Master Subscription Agreement

This Addendum to the Master Subscription Agreement (the or this "Addendum") is made and entered into this _____ day of _____, 2026 by and between the Town of Apex, a municipal corporation of the State of North Carolina (hereinafter "Customer") and Rarestep, Inc., d/b/a Fleetio, an Alabama company with its principal business offices located at 1900 2nd Avenue North, Suite 300, Birmingham, AL 35203 (hereinafter "Fleetio"). Customer and Company are sometimes hereinafter referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties desire to modify certain provisions of the Fleetio Master Subscription Agreement (the "Agreement") linked in the Order Form Reference # 006QQ000009qypJYAQ attached hereto; and

NOW, THEREFORE, in consideration of the foregoing, the Parties do hereby agree to amend the Agreement as follows:

1. **Term and Termination.** Section 3(B) is hereby deleted and replaced with the following:
 - a. Following the Initial Term, the parties may renew the Agreement in a writing signed by both parties.
2. **Taxes.** The fourth sentence of Section 4(C), "Customer shall indemnify, defend, and hold harmless Fleetio and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Fleetio to remit amounts collected for such purpose from Customer." is hereby deleted.
- 3.
4. **Indemnification by Customer.** Section 9(B) is hereby deleted.
5. **Governing Law.** In Section 11(A), the term "Delaware" shall be deleted and replaced with "North Carolina."
6. **Jurisdiction and Venue.** Section 11(B) is hereby deleted and replaced with the following:
 - a. The parties (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state courts of North Carolina and the United States District Court for the Eastern District of North Carolina for the purpose of any suit, action or other proceeding based upon arising out of or relating to this Agreement, (b) agree not to commence any suit, action or other proceeding based upon, arising out of or relating to this Agreement except in the state courts of North Carolina or the United States District Court for the Eastern District of North Carolina, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.
7. **Marketing.** Section 12(A) is hereby deleted.
8. **E-Verify.** A new Section 12(G) is added as follows:
 - a. E-Verify. Fleetio shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

11. Anti-Human Trafficking. A new Section 12(H) is added as follows:

- a. Fleetio warrants and agrees that no labor supplied by Fleetio or its subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

12. Nondiscrimination. A new Section 12(I) is added as follows:

- a. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Fleetio hereby warrants and agrees that Fleetio will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

13. Nonappropriation. A new Section 12(J) is added as follows:

- b. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, Customer shall provide Fleetio written notice specifying the date of termination and this Agreement shall terminate. Customer shall pay for all work properly performed up to the effective date of the notice of termination.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2026.

Fleetio

Customer

Name: _____

Randal E. Vosburg, Town Manager

By: _____

Title: _____

Attest: _____

This instrument has been preaudited in the manner required by the Local Government Fiscal Control Act.

Jon Griffin, Finance Director