



Rarestep, Inc., dba Fleetio

Software Subscription Agreement

Customer Information

Customer: Village of Orland Park, Illinois Contact:
Account ID: Billing Email: afolkerts@orlandpark.org
Account Executive: Dan Cappe Billing Address: 14700 South Ravinia Avenue, Orland Park, Illinois 60462, United States

Order Information

Sign By Date: December 15, 2023 Initial Term: 36
Subscription Start Date: January 2, 2024 Reference: 0065G00000vJP5yQAG

Subscriptions

Product	List Price	Minimum Quantity	Discount	Per Payment Amount	Payment Frequency
Enterprise 500 Annual Subscription	\$29,460.00	1	5%	\$27,987.00	Annual
Onboarding Services: 250-500 Vehicles	\$999.00	1	%	\$999.00	One Time

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 Software Subscription Agreement 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. Instructions will be sent upon agreement completion.

Payment is due in full within 30 Days days of receipt for all invoices not paid via automatic draft as specified below.

Product	Payment Type
Enterprise 500 Annual Subscription	Remittance
Onboarding Services: 250-500 Vehicles	Remittance

Tax Exemption Information

Tax Exempt Customer: Yes

You must provide us with valid documentation, which we shall keep on file, before we can remove sales taxes from your invoice.

Fleetio partners with Avalara to validate sales tax exemption certificates. It will take Avalara 3-7 business days to validate a certificate. Once Fleetio has valid proof of exemption as permitted by applicable law, you will receive a confirmation email and will not be charged sales tax for as long as your certificate is valid. If there are any issues with the certificate, or if more information is needed, you will receive an email with detailed instructions on next steps. Please wait until the validation process is complete to enter your payment information to avoid being charged sales tax.

If no tax exemption certificate is presented, your order will be taxed using the applicable tax rate for your address. Your invoice will reflect the total taxes in effect at the time of invoicing and may differ from any estimated taxes listed in this contract or other communication.

Onboarding Services

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

Subscription Terms and Conditions

The parties agree to be legally bound by the GSA Terms of Service found at <https://www.fleetio.com/terms/gsa> ("GSA Terms") and this Software Subscription Agreement. In the case of any conflict among the preceding documents, the GSA Terms shall govern. The GSA Terms and this Software Subscription Agreement 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 Village of Orland Park, Illinois

Signature Title Signature Title

Name Date Name Date

Fleetio Support

Schedule: Fleetio Support Services

During the Term of this Software Subscription Agreement, 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.
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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 Agreement. Fleetio shall notify Customer of any such changes to support services.

Amendments

Sales Tax Exemption:

Licensee has indicated to Fleetio that it is exempt from sales taxes. To enable Fleetio to lawfully remove any otherwise applicable sales tax from charges to the Licensee, Licensee agrees to provide Fleetio with valid tax exemption certificates throughout the term of this Agreement.

Fleetio Account ID Added By: