

Zagster, Inc 24 Thorndike Street Cambridge, Massachusetts 02141 United States 844-ZAGSTER

ORDER for City of Aurora, IL

Order: SO-0000896 Date: 5/4/2016 Prepared by: Michael Sheppard

Order

Company Information

Bill To: City of Aurora, IL 44 E. Downer Place Aurora, Illinois 60505 United States

Billing Contact: Roopa Anjanappa Billing Email: ranjanappa@aurora-il.org Billing Phone: (630) 256-3243

Payment Terms

Payment Terms: Net 30 Days

Product & One Time Fee Lines

Product & One Time Fee	Quantity	Unit Price	Total
Zagster Standard Adult Bike	18.00	\$0.00	\$0.00
Location Implementation/Setup Fee	3.00	\$0.00	\$0.00
Bike Parking Space (included with Bike)	18.00	\$0.00	\$0.00

Service Lines

Service	Date Start - Date End	Quantity	Term	Unit Price	Annual Total
Theft Fee per Bike - Monthly	6/10/2016 - 6/9/2019	18.00	36 Mon	\$0.00/Mon	\$0.00
Service Fee per Bike - Monthly	6/10/2016 - 6/9/2019	18.00	36 Mon	\$150.00/Mon	\$32,400.00

Products and Services Total: \$32,400.00

Net Amount: \$32,400.00 Total Applied Payments: \$0.00

Balance Due Amount: \$32,400.00

Terms & Conditions

During the Term, Company shall receive the following:

- 1. The Zagster Bicycles set forth above and the right for Users to access and use the Zagster Bicycles.
- 2. A Site Survey to determine the Locations and Launch Date.

A license to use Zagster's proprietary bicycle rental management software (the "Zagster Software") and accompanying user information (the "Documentation").

- 3. Routine maintenance on the Zagster Bicycles to address usual and customary wear and tear maintenance on the Zagster bicycles as described in more detail in the Master Services Agreement. Company acknowledges that routine maintenance does not cover abuse, theft, vandalism, accident and/or similar issues while the bicycles are not in use by Users unless Company has elected to include such coverage and has paid the applicable fees as set forth in the Order Form above, if applicable.
- 4. Automated locks and bicycle racks to be used with the Zagster Bicycles, subject to payment of the one time fee described in the Order Form above.
- 5. The Zagster marketing materials described in the Master Services Agreement (the "Zagster Marketing Materials").
- 6. Zagster customer services for Users as they are generally commercially available from time to time.

This Order Form and the Master Services Agreement set forth at http://bit.ly/ZagsterMSA together constitute the legally binding agreement (the "Agreement") between the parties and supersede and replace any prior or contemporaneous agreements, understandings or arrangements between the parties, unless otherwise mutually agreed by the parties in a separate written agreement.

Additional Terms

Location Implementation/Setup Fee

Company will pay to Zagster the nonrefundable product and one time fees in the amounts, if any, described above, within 30 days of the Order Date.

Service Fee per Bike - Monthly

Company will pay to Zagster the nonrefundable recurring fees (the "Service Lines Fees") set forth above 30 days prior to estimated start date ("Date Start") set forth above. Service Lines Fees are due month, up front and in advance. Zagster will not launch the bike share program until the Service Lines Fees are paid.

Company Name: City of Aurora, IL	Zagster, Inc			
Signature	Signature			
Name (Please Print)	Name (Please Print)			
Title	Title			
Date	Date			

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Order: SO-0000896 Page 2 of 2