

**PARTICIPATING ADDENDUM
STATE OF INDIANA
AND
CORPORATE TRAVEL MANAGEMENT NORTH AMERICA, INC.
Contract #0000000000000000000075159**



This Addendum is entered into by and between Indiana Department of Administration (the "State") and the entity designated as the "Contractor" below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

This State of Indiana Travel Management Services Participating Addendum ("Participating Addendum") is entered into by and between the State of Indiana through the Indiana Department of Administration (the "State") and Corporate Travel Management North America Inc (the "Contractor").

The purposes of this Participating Addendum are to:

1. Modify, delete, or amend certain terms and conditions set forth in the attached Master Agreement listed as Attachment A: NASPO ValuePoint Master Agreement Travel Management Services PO-10700-00017269.
2. Enable the State to utilize the NASPO ValuePoint Master Agreement for Travel Management Services PO-10700-00017269.

This Participating Addendum and the Master Agreement, attached hereto, are incorporated into each other and, when read together, shall constitute one integrated document (the "Contract"). Any inconsistency, conflict, or ambiguity between this Participating Addendum and the Master Agreement shall be resolved by giving precedence and effect to this Participating Addendum.

Contractor Name: Corporate Travel Management North America, Inc.

Contractor Address: 2120 South 72nd Street, STE 700
Omaha, NE 68124

Master Agreement (Attachment A): NASPO ValuePoint Master Agreement Travel Management Services PO-10700-00017269, with its associated and embedded exhibits:

Exhibit A – Service and Rates

Exhibit B – Sample Participating Addendum

Exhibit C – Provisions Required by Federal Law

Exhibit D – Security Requirements and Rider to Terms of Service

Exhibit D-1 – OBT Terms of Service (TOS)

The Master Agreement, with its associated and embedded exhibits, identified above and attached hereto and incorporated herein, shall be collectively referred to as the "Master Agreement".

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Master Agreement:
 - A. Any provision requiring the State of Indiana to provide insurance
 - B. Any provision requiring the State of Indiana to provide indemnity

- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2.
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

2. Duties of Contractor. The Contractor shall provide the Services or Products described in the Master Agreement.

In addition to the services described in the Master Agreement (Attachment A), the Contractor agrees to provide the State the services described herein, and at no additional charge unless otherwise noted.

While providing the travel services described herein and in the previously referenced Master Agreement, the Contractor agrees to make its best efforts to assist the Indiana Department of Administration's Travel Office in maintaining statewide compliance with the State's travel policies. The State will be responsible for informing the Contractor about State travel policies, processes, and the preferences of the State Travel Office. The Contractor shall not assist any state travelers in booking flights, hotel reservations, vehicle reservations, or conferences that contradict any policies or preferences that have been shared with the Contractor by the State Travel Office. The Contractor agrees to notify the State Travel Office of any notable trends regarding policy compliance.

The Contractor shall establish partnerships with hotels and airlines to receive discounted rates.

The Contractor, upon the State's request, shall research best rate opportunities on behalf of the State for airline fares, car rentals, and individual hotel reservations, group hotel reservations and conference sites in compliance with the Indiana Department of Administration Travel Policy, as the same may be periodically amended.

The Contractor shall assist the State source group reservations consisting of 10 or more hotel rooms. The Contractor may charge up to a \$10.00 fee per room, with a maximum of \$100.00 total for the group reservation.

The Contractor shall provide international travelers with the locations of CDC health advisories and travel warnings provided by the U.S. Department of State, safety information, excess baggage cost information, passport/visa requirements, and necessary forms and documents after booking and through departure.

The Contractor will assist the State in the management of any earned airline or hotel rewards. However, only the State may earn rewards. The Contractor shall not accommodate loyalty programs of individual travelers and shall direct the traveler to the Indiana Department of Administration's Travel Office. The Contractor shall make its best efforts to identify rewards opportunities for the State. The Contractor will also assist the State track earned free flights and/or hotel rooms.

In addition to any reporting requirements included in the referenced Master Agreement, the Contractor shall provide any report reasonably requested by the State and will do so in an agreed-upon format, frequency, and timeline. Seven (7) days a week, twenty-four (24) hours a day, the Contractor shall be able to notify the State of any emergency conditions that may affect travel, including but not limited to: severe weather and natural disasters; health warnings and quarantines; country-specific threats; security warnings issued by the U.S. Department of State; airline, rail, hotel, or other commercial transportation incidents; labor issues within the travel industry.

The Contractor shall accept the State's Travel Cards as a form of payment for ticketing, reservations, accommodations, and associated fees. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Travel Cards with regards to Contractor assessed service fees. Based on the State's need, the Contractor will work with the State to invoice individual agencies for service fees at no additional charge to the State.

3. **Term.** This Contract begins on August 17, 2023 and ends August 16, 2025.
4. **Consideration.** The Contractor will be paid at the rates set forth in Attachment A, Exhibit A, Section 14: Rates, attached hereto and incorporated herein, for providing the services described in the Master Agreement. The Contractor will notify the State when rates under the Master Agreement are adjusted. Rate adjustments will be reflected through an Amendment with the State. The Contractor's payment is based on the number and quantity of purchases made by eligible purchasing entities under this Cooperative Purchasing Agreement. Therefore, this Contract does not identify a total remuneration amount.
5. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
6. **Assignment; Successors.**
 - A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

7. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

8. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

9. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

10. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

11. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:
 - A. the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC § 24-5-12 [Telephone Solicitations]; or
 - iii. IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - B. the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

- A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
- B. will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

12. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

13. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

14. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services

required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

17. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials

to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

18. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms

of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

20. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- 22. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 23. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- 24. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.
- 25. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.
- 26. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.
- 27. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT:
Not Applicable				

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

28. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

29. Insurance. [Modified]

- A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person, \$1,000,000 per occurrence, and \$2,000,000 general aggregate, unless additional coverage is requested by the State.
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$1,000,000 combined single limit.
 3. Professional Indemnity with liability limits not less than \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of one (1) year after the date of service provided under this Contract.
 4. Surety or Fidelity Bond(s) if required by statute or by the agency.
 5. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the

commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

- B. The Contractor's insurance coverage must meet the following additional requirements:
1. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 2. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 3. None of the coverages required herein shall be cancelled or changed so as to no longer meet the specified insurance requirements without the Contractor providing the State prompt written notice of such cancellation or change.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance to the State before the commencement of this Contract.

30. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are John Purdy, State of Indiana; Carol Hall, Corporate Travel Management North America Inc.

- 31. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

32. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

33. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE COMPANY NAME PHONE EMAIL OF CONTACT PERSON PERCENT:

Not Applicable

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of this Contract.

34. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor

covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

35. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

John Purdy

Indiana Department of Administration

402 W Washington Street, STE W468

Indianapolis, IN 46204

E-mail: jpurdy@idoa.in.gov

B. Notices to the Contractor shall be sent to:

Legal Department

Corporate Travel Management North America, Inc.

2120 South 72nd Street, STE 700

Omaha, NE 68124

E-mail: na.legal@travelctm.com

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

36. Order of Precedence; Incorporation by Reference. [Modified]

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Participating Addendum and (2) the Master Agreement (Attachment A).

37. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the

Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

38. Payments.

- A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.
- B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

39. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

40. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

41. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

42. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the

State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

- 43. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
- 44. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.
- 45. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.
- 46. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration (IDOA) and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.
- 47. Termination for Default**
- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
 - B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
 - C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of

payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

48. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

49. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

50. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

51. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2022 SCM Template) in any way except as follows: All revision, modifications, and deletions are identified within the body of the Participating Addendum.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

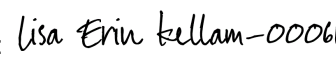
CORPORATE TRAVEL MANAGEMENT
NORTH AMERICA, INC.

By: 
854A6B71048A405...

Title: GM/SVP Mountain West Region

Date: 8/7/2023 | 13:30 PDT

Indiana Department of Administration

By: 
39E1E85C2FF54BA...

Title: Deputy Commissioner

Date: 8/14/2023 | 14:37 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

ATTACHMENT A

**NASPO ValuePoint Master Agreement****TRAVEL MANAGEMENT SERVICES PO-10700-00017269**

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Corporate Travel Management North America, Inc., a Delaware corporation ("Contractor" or "CTM"). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

1. Master Agreement and Order of Precedence.

- 1.1. Master Agreement. This Master Agreement consists of the following documents, which are attached to this Master Agreement and incorporated by this reference, and listed in descending order of precedence:
 - 1.1.1. This Master Agreement less all exhibits,
 - 1.1.2. Exhibit C (Federal Terms and Conditions),
 - 1.1.3. Exhibit D (Security Requirements and Rider to Terms of Service),
 - 1.1.4. Exhibit A (Services and Rates), and
 - 1.1.5. Exhibit B (Form Participating Addendum).
- 1.2. These exhibits must be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an exhibit or attachment.

2. Participating Addenda.

- 2.1. Any Request for Services placed under this Master Agreement consists of a Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit B, including any Participating Entity specific terms. A Participating Entity's specific terms in its Participating Addendum may include but are not limited to applicable methods or processes available to Purchasing Entities and their Travelers to create accounts and request Services, conditions on the security and privacy of information on individuals, and conditions on software licenses or user terms for online, on-premises, or mobile software and services.

- 2.2. In the event of a conflict between the terms and provisions of this Master Agreement and the terms and conditions of a Participating Addendum entered into between a Participating Entity and Contractor, the terms and provisions of the Participating Entity's Participating Addendum will control for conflicts under that Participating Addendum.
- 2.3. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda may not include a term of agreement that exceeds the term of this Master Agreement.

3. Definitions.

Acceptance means acceptance of Services as set forth in Section 16 of this Master Agreement.

Authorized User(s) includes individuals authorized to hold accounts for Services, such as NASPO ValuePoint representatives, and employees of Participating Entities and their authorized Travelers.

Contract means the terms and conditions of this Master Agreement and the applicable Participating Addendum, together with each Request for Service or other agreed upon ordering instrument issued by a Purchasing Entity.

Contractor means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

GSA Per-Diem Lodging means the domestic GSA lodging per diem allowance rate in effect at the location and on the date of the room occupancy as published on the Internet at <https://www.gsa.gov/portal>, as Federal Travel Regulation (FTR) Bulletins.

Lead State means the State of Oregon, in its role of centrally administering this Master Agreement, and is a party to this Master Agreement.

Master Agreement means this underlying agreement executed by and between Lead State, acting in cooperation with NASPO ValuePoint, and Contractor, including as amended.

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by Lead State.

Online Direct Connect means an integration ("direct-connect link") with certain airlines' information systems so that the online booking tool(s) functionality provides Travelers with access to the applicable airlines' inventories and special discounted prices.

Participating Addendum means a bilateral agreement executed by Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating

Entity specific language or other requirements (e.g. ordering procedures specific to the Participating Entity, entity-specific terms and conditions).

Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a state, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Request for Services under a Participating Addendum against the Master Agreement and becomes financially committed to the purchase.

Purchasing Entity Data means any information received or created relating to a Purchasing Entity or its Travelers, including information created and information stored through the Services, and information created and collected by Contractor regarding Purchasing Entity and its Travelers during the course of providing the Services, including personally identifiable information.

Request for Services means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity to order Services.

Services means all effort to be expended by Contractor under this Master Agreement, Participating Addendum that are necessary to deliver the Travel Management Services.

State Chief Procurement Official means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of goods and services.

Supporting Contract means other travel related contracts established by Oregon or any other Participating Entity that Contractor or other travel management services providers may need to use in order to provide the Services. These contracts will be the first option(s) offered to Authorized Users, including acceptance of required forms of payment per each contract's terms and conditions.

Third Party Intellectual Property means any intellectual property owned by parties other than State or Contractor. Third Party Intellectual Property includes Software owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

Travel Management Services means Services described in Exhibit A, Services and Rates, of this Master Agreement.

Traveler means the person authorized (for official business) to receive Services under this Master Agreement.

4. Term of the Master Agreement; Non-exclusivity.

- 4.1. **Generally.** The initial term of this Master Agreement is for two years from the Effective Date. This Master Agreement may be extended beyond the initial term for a

maximum of four additional years at Lead State's discretion, upon review of requirements of Participating Entities, current market conditions, and Contractor performance, and as agreed upon by a fully executed amendment between the Lead State and Contractor.

- 4.2. **Not Exclusive.** This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Services or both through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any specific number of Contracts will be issued or that any specific number of Products or Services will be required.
- 4.3. **Thirty Day Extension.** Notwithstanding the foregoing, Lead State, in its sole discretion, may extend this Master Agreement for a maximum of 30 calendar days beyond the expiration of the then-current term. Lead State's Master Agreement Contract Administrator shall notify Contractor in writing of the 30-day extension prior to the expiration of the then-current term. Consecutive extensions under this section are not allowed.

5. Amendments.

- 5.1. **Amendments.** The terms of this Master Agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of Lead State and Contractor.
- 5.2. **Services Within Scope.** Lead State may, upon agreement with Contractor, add or modify Travel Management Services that are within the scope of the RFP to this Master Agreement through a duly executed amendment.

6. Participants and Scope.

- 6.1. **Requirement for Participating Addendum.** Contractor may not deliver Services under this Master Agreement to a Participating Entity until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Master Agreement Terms and Conditions are applicable to any Request for Services by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Master Agreement Terms altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults, governing law and venue relating to Requests for Services a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Request for Services) used by the Purchasing Entity to request Services.
- 6.2. **Authorized Use.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual states' statutes are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief

Procurement Official.

- 6.3. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 6.4. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 6.5. **Eligibility for a Participating Addendum.** An eligible entity that is not a state may under some circumstances sign its own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the entity is located. Coordination of requests for such participation is through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; such entity must ensure it has the requisite procurement authority to execute a Participating Addendum.
- 6.6. **Prohibition on Resale.** Subject to any specific conditions included in this Master Agreement or a Participating Addendum, Purchasing Entities may not resell Services purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 6.7. **Individual Customers.** Except to the extent modified by a Participating Addendum, each Purchasing Entity will follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for its purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Purchasing Entity individually.

7. Services.

- 7.1. **Authorized Purchasing Agent.** All communications concerning administration of Services must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing by the Purchasing Entity.
- 7.2. **Service Order Period.** Requests for Services must be placed prior to the termination

date of this Master Agreement but may have a delivery date or performance period up to 120 calendar days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- 7.3. **Performance of Services.** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Request for Services then outstanding at the time of such expiration or termination. Contractor shall not honor any Request for Services placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Requests for Services from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.4. **Purchasing Entity or Purchasing Entity Resources.** If any Contract or Request for Service under this Agreement requires Purchasing Entity or Traveler to provide any resources, and Purchasing Entity or Traveler fails to provide the requisite quality or quantity of such resources or fails to provide such resources in a timely manner but for a period not to exceed 30 calendar days, Contractor's sole remedy will be an extension of the applicable delivery dates corresponding to the delay caused by Purchasing Entity's or Traveler's failure.
- 7.5. **Establishment of Account.** From time to time, Purchasing Entities may request and work with Contractor to establish a travel account and the applicable documentation and processes permitting Travelers to obtain one or more of the Services described in the Services and Rates attached hereto as Exhibit A.
- 7.6. **Terms of Service.** Any Contractor or third-party terms of service for accounts or other online services are subject to Exhibit D of this Master Agreement unless a Participating Addendum specifies otherwise.
- 7.7. **Requests for Service.** Once an account is established and the Purchasing Entity and Contractor have agreed upon an ordering process, Travelers may order or submit requests for one or more of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity ("Request for Service"). Contractor shall fulfill each Request for Services in accordance with the applicable Contract.
- 7.8. **Transition Services.** Contractor shall at a Participating Entity's option and subject to a written agreement between Contractor and the applicable Participating Entity, provide transition services to support a responsible and secure transition of Services and Purchasing Entity Data to another service provider or to its Purchasing Entities.

8. Compensation.

- 8.1. **Rates and Fees.** Purchasing Entity shall pay Contractor for Services performed and Accepted by a Purchasing Entity including through its Travelers in accordance with a Contract reflecting the rates and fees in Exhibit A, which represent the not-to-exceed prices available to any Purchasing Entity. Purchasing Entity will not pay Contractor for Services performed before the date this Agreement or the applicable Request for Service

or after the termination of this Agreement.

8.2. **Expenses.** Purchasing Entity will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in a specific Contract.

8.3. **Price Renegotiation.** Contractor shall keep pricing specified in Exhibit A fixed for at least the first 12 full months of this Master Agreement. Thereafter, Lead State and Contractor may adjust pricing no more than once annually by written amendment. Contractor shall submit any pricing increase requests to Lead State in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of the Services. The request must show all proposed increases by line item and include supporting documentation acceptable to Lead State. Lead State may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Master Agreement. The increase may not exceed 3% of the price immediately before the increase. Pricing changes will apply to Service Requests entered on and after the effective date of the pricing change.

9. Payment and Invoicing.

9.1. **Payment for Services.** All purchases by a Purchasing Entity must be made using a method of payment listed in this Master Agreement or the applicable Participating Addendum. This includes but is not limited to purchasing cards or travel cards. A personal Traveler's credit card is prohibited, unless allowed under the Purchasing Entity's travel policy.

10. Payment Methods.

10.1. **Generally.** Participating Entity and its third-party provider (i.e. hotel or car rental company) will agree upon the method of payment. Provided, however, that the third-party providers must accept all major credit cards (Visa, MasterCard, Discover, and American Express) and Contractor shall accept all major credit cards (Visa, MasterCard, Discover, and American Express) through its booking tools.

10.2. **Restrictions.** Additional fees, taxes, surcharges, or any other charges must not be assessed to the Traveler when accepting major credit cards for payment unless otherwise stated within this Agreement or Addendum thereto or required by law. Contractor shall not pre-charge estimated room charges or first day or night room charges or rental charges.

10.3. **Billing Dispute Resolution.** A Purchasing Entity's contract administrator may dispute charges by sending Contractor written notice detailing the dispute within 30 calendar days of the date of invoice. Contractor shall investigate the dispute and make appropriate adjustments to the specific account.

10.4. **EFT Transaction Procedures.** Contractor and Purchasing Entity may establish procedures for EFT transactions at the time of account setup. In the event Contractor, during the term for the account, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change

and required information must be received by the Purchasing Entity's contract administrator a minimum of 60 calendar days prior to the effective date of the change. Contractor's failure to provide accurate information in a timely manner may delay payment of amounts otherwise properly due.

10.5. Funds Available and Authorized; Payments. Purchasing Entity's payment of amounts under a Contract is contingent on Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to make payments under the Contract. Purchasing Entity shall not order Services under a Contract unless it has received appropriate funding to meet its financial obligations to such Service requests.

11. NASPO ValuePoint Provisions.

11.1. Applicability. NASPO ValuePoint is not a party to this Master Agreement. The terms set forth in this Section 11 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement with the right to enforce the provisions of this Section 11, NASPO ValuePoint Provisions.

11.2. Administrative Fees.

11.1.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 calendar days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Services under this Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to have been included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

11.1.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

11.2 NASPO ValuePoint Summary and Detailed Usage Reports.

11.2.1 Summary Sales Data. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than 30 calendar days following the end of the calendar quarter (as specified in the reporting tool).

11.2.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Request for Services or Purchase Order identifier/number(s); (5) Request for Services or Purchase Order Type (*e.g.* sales order, credit, return, upgrade, determined by industry practices); (6) Request for Services date (as Purchase Order date); (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than 30 calendar days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

11.2.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

11.2.4 Use of Data. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. Contractor hereby grants Lead State and NASPO ValuePoint a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

11.3 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

11.3.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

11.3.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for a Participating Entity. Plans will include time frames to launch the agreement and confirmation that Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

11.3.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at

the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

11.3.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

11.3.5 Most Favored Customer. Contractor shall, within 30 calendar days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Requests for Services from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

11.4 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel this Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60 calendar day written notice to Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after of the Effective Date of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

11.5 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of this Master Agreement, the terms of which will be the same or similar (and not less favorable) than the terms set forth in this Master Agreement.

12 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

13 No Representations. Contractor shall not make any representations of NASPO ValuePoint's, Lead State's, any Participating Entity's, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

14 Price and Rate Guarantee Period. All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (30) calendar days prior to the proposed effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient

documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless authorized by Lead State. No retroactive adjustments to prices or rates will be allowed.

- 15 Compliance with Applicable Law.** Any and all Services offered and furnished must comply fully with all applicable federal and state laws, regulations, and executive orders, including the Federal Terms and Conditions set forth in Exhibit C.

16 Inspection and Acceptance.

16.1 Generally. Where a Participating Addendum does not otherwise specify a process for inspection and Acceptance, this section governs. This section does not and is not intended to limit rights and remedies under the applicable commercial code.

16.2 Inspection. All Services are subject to inspection at reasonable times and places during performance of a Contract. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

- 16.3** Deficiencies. If any Services do not conform to Contract requirements, the Purchasing Entity may require Contractor to perform the Services again in conformity with Contract requirements, at no increase in order amount. When errors or defects cannot be corrected by re-performance, the Purchasing Entity may require Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of Services performed.

- 17 Payment.** Payment after Acceptance is normally made within 30 calendar days following the date Services are delivered or the date a correct invoice is received, whichever is later. Subject to applicable law, after 45 calendar days Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Request for Services. Payments may be made via a purchasing card with no additional charge.

18 Warranties.

- 18.1 Contractor's General Representations and Warranties.** Contractor represents and warrants:

18.1.1 Contractor has the power and authority to enter into and perform under this Master Agreement and each Contract.

18.1.2 This Master Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.

18.1.3 Contractor will, at all times during the term of this Master Agreement, be qualified to do business in accordance with the laws of each applicable Participating Entity, professionally competent and duly licensed to perform the Services.

18.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any

federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services will not violate any such law, ordinance, regulation or order.

18.2 Contractor's Performance Warranty. Contractor represents and warrants that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence, and Contractor and Contractor's employees' agents and subcontractors will perform the Services described in this Master Agreement in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services.

19 Intellectual Property Ownership and Licenses.

19.1 Purchasing Entity Intellectual Property means any intellectual property that is owned by a Purchasing Entity, including Purchasing Entity Data described in Exhibit D. A Purchasing Entity Intellectual Property includes any derivative works and compilations of any Purchasing Entity Intellectual Property. Purchasing Entity grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Purchasing Entity Intellectual Property, including Purchasing Entity Data, only to fulfill the purposes of this Contract. Purchasing Entity's license to Contractor is limited by the term and the confidentiality and security obligations of the Contract.

19.2 Contractor Intellectual Property. Contractor Intellectual Property means any intellectual property that is owned by Contractor and contained in or necessary for the use of the Services, and includes any software owned by Contractor, including but not limited to those as described in Exhibit D, documentation, and derivative works and compilations of any Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Purchasing Entities and their Travelers pursuant to the Services. Subject to the execution of a Participating Addendum, Contractor grants each Purchasing Entity a license to use copy display, distribute, and transmit Contractor Intellectual Property embodied in the Services, and to authorize others to do the same on it and its Travelers' behalf, for internal business purposes, as set forth in Exhibit D-1.

19.3 Work Product. Except as specified in Exhibit D for Purchasing Entity Data and in Exhibit C (Federal Terms and Conditions) as applicable, Contractor owns all work product. Such work product is subject to the license in Section 19.2.

19.4 Third Party Intellectual Property means any intellectual property owned by parties other than a Purchasing Entity or Contractor. Third Party Intellectual Property includes but is not limited to the products as set forth in Exhibit D, and derivative works and compilations of any Third Party Intellectual Property. Contractor shall secure licensing for Third Party Intellectual Property necessary for Purchasing Entities to access and receive the Services, and Exhibit D will be deemed to include any additional licenses for Third Party Intellectual Property approved by Lead State.

19.5 No Rights. Except as expressly set forth in this Master Agreement or Participating Addendum, nothing in this Contract may be construed as granting to or conferring upon

Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Lead State, any Participating Entity, or any Purchasing Entity. Except as expressly set forth in this Master Agreement or in a Participating Addendum, nothing in these terms may be construed as one party granting to or conferring upon the other any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

19.6 No Rights in Marks. Neither Lead State, any Participating Entity, any Purchasing Entity, or Contractor grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Master Agreement or a Participating Addendum.

20 Insurance.

20.1 Term. Contractor shall, during the term of this Master Agreement and each Request for Services, maintain in full force and effect, the insurance described in this Section 20. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

20.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers having a rating of BBB- or higher (investment grade) for non-U.S. domiciled carriers, issued by Standard and Poor's (or equivalents issued by other ratings agencies). Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

20.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

20.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

20.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

20.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or that expiration, nonrenewal or expiration otherwise may occur.

20.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

20.6 Participating Entities. Contractor shall provide to Participating States and

Participating Entities the same insurance obligations and documentation as those specified in this Section 20, except the endorsement must be provided to the applicable Participating State or Participating Entity.

20.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within 30 calendar days of the Effective Date of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within 30 calendar days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

20.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

21 Records Administration and Audits.

21.1 Generally. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement, Participating Addendum, and the Services to the extent and in such detail as required to adequately reflect performance and administration of payments and fees. Contractor shall permit Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement, the applicable Participating Addendum, and Services delivered to a Purchasing Entity for the purpose of making audits, examinations, excerpts, and transcriptions.

21.2 Access. Access includes records and Contractor's officers, agents, contractors, subcontractors, employees, and facilities to:

21.2.1 Validate Contractor's written security risk management plan (See Exhibit D), or

21.2.2 Gather or verify additional information required to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.

21.3 Survival. The rights under this Section 21 survive for a period of 6 years following termination of this Master Agreement and each Participating Addendum, or final payment for any Request for Services placed by a Purchasing Entity, whichever is later, or such longer period as is required by a Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

21.4 Overpayments. Without limiting any other remedy available to any governmental entity, Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or a Participating Addendum or underpayment of fees found as a result of the examination of Contractor's records.

21.5 Self-Audit. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring Contractor to self-audit contract

obligations and that permits Lead State to review compliance with those obligations.

- 21.6 Notice.** Access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations.

22 Confidentiality, Non-Disclosure, and Injunctive Relief

22.1 Confidentiality. Contractor and its employees, subcontractors, and agents may, in the course of providing Services under this Master Agreement or a Contract, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees, subcontractors, or agents in the performance of this Master Agreement or a Contract, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor must be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

22.2 Non-Disclosure. Contractor shall comply with Exhibit D, and shall otherwise hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Services. Contractor shall advise each of its employees, subcontractors, and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement or a Participating Addendum, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor shall not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of

this Master Agreement or at Purchasing Entity's request, Contractor shall, upon advance written consent of Purchasing Entity, return to Purchasing Entity or destroy all documents, papers, electronic media, and other matter Contractor holds (including through a third party) that embody Confidential Information. Notwithstanding the foregoing, Contractor may retain copies of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

22.3 Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

22.4 Purchasing Entity Law. These provisions apply only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

22.5 The rights granted Purchasing Entities and Contractor obligations under this section also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Purchasing Entity Data relating to Services that identify the entity/customer, Service dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Section 23. To the extent permitted by law, Contractor shall notify Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

23 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to a Purchasing Entity's public information laws.

24 Assignment/Subcontracts.

24.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of Lead State.

24.2 Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, and other third parties.

25 Changes in Contractor Representation. Contractor shall notify Lead State of changes in Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. Lead State reserves the right to approve changes in key personnel. Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as the key personnel being replaced.

26 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

27 Use Of Subcontractors; Responsibility for Taxes and Withholding.

27.1 Contractor shall not use subcontractors to perform the Services unless specifically authorized as applicable to do so by Lead State, Participating State/Entity or Purchasing Entity. If Lead State, Participating State/Entity or Purchasing Entity requests services in a market outside the United States that Contractor does not have a subsidiary or affiliate that can service, then Contractor must request authorization to provide services through a local partner agency that is part of Contractor's global network and must only use subcontractor(s) as authorized to do so by the applicable Lead State, Participating State/Entity or Purchasing Entity. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Section 18 of this Master Agreement.

27.2 Contractor shall perform all Services as an independent contractor. Although Lead State, Participating State/Entity and Purchasing Entity have the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, Lead State, Participating State/Entity and Purchasing Entity cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Master Agreement. Contractor certifies, represents and warrants that Contractor is an independent contractor under all applicable state and federal law. Contractor is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of the State of Oregon or DAS.

27.3 If Contractor is currently performing work for a state or the federal government or any other entity, Contractor by signature to this Master Agreement represents and warrants: Contractor's performance of this Agreement and any Contract issued hereunder creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing entity (if state or federal agency) would prohibit Contractor's performance of this Master Agreement or any Contract.

27.4 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Master Agreement and any Contract and Purchasing Entity will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Master Agreement or any Contract.

28 Cancellation. Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 calendar days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 calendar days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision does not affect the rights and obligations attending Services outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by Contractor, rights of payment for Services delivered and accepted, rights attending any

warranty or default in performance in association with the Services, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 29 Force Majeure.** Neither party to this Master Agreement is responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30 Defaults and Remedies

30.1 The occurrence of any of the following events will be an event of Contractor default under this Master Agreement:

30.1.1 Nonperformance of contractual requirements; or

30.1.2 A material breach of any term or condition of this Master Agreement; or

30.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or

30.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 calendar days after the institution or occurrence thereof; or

30.1.5 Any default specified in another section of this Master Agreement.

- 30.2** Upon the occurrence of an event of default, Lead State will issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days or longer, in which Contractor shall cure the default. Lead State is not required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure does not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- 30.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor will be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

30.3.1 Exercise any remedy provided by law; and

30.3.2 Terminate this Master Agreement and any related Contracts or portions thereof; and

30.3.3 Impose liquidated damages as provided in this Master Agreement; and

30.3.4 Suspend Contractor from being able to respond to future bid solicitations; and

30.3.5 Suspend Contractor's performance; and

30.3.6 Withhold payment until the default is remedied.

30.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity will provide a written notice of default as described in this section and will have all of the rights and remedies under this Section 30 regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Participating Addendum, a Purchasing Entity will provide written notice of default as described in this Section 30 and will have all of the rights and remedies under this Section 30 and any applicable Participating Addendum with respect to any Request for Services placed by the Purchasing Entity. Nothing in this Master Agreement limits or may be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31 Waiver of Breach. Failure of Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies does not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Request for Services is not a waiver and may not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Contract.

32 Debarment. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Service are delivered under this Master Agreement or Participating Addendum. If Contractor cannot certify this statement, Contractor shall provide a written explanation for review by Lead State.

33 Indemnification

33.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Lead State, each Participating Entity, and each Purchasing Entity, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of Contractor, its employees, agents, subcontractors or volunteers, at any tier, relating to performance under this Master Agreement, a Participating Addendum, or a Contract.

33.2 Intellectual Property Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Lead State, each Participating Entity, each Purchasing Entity, along with their officers and employees (each an "Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or their use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person

or entity.

33.2.1 Contractor's obligations under this section do not extend to any combination of the Services with any other product, system or method, unless the Services, system or method is:

(a) provided by Contractor or Contractor's subsidiaries or affiliates;

(b) specified by Contractor to work with the Services; or

(c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Services in combination with such product, system or method.

33.2.2 The Indemnified Party shall notify Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, Contractor will not be relieved from its obligations unless Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to Contractor. If Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it has control over the defense and settlement of it, subject to applicable law. Further, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at Contractor's reasonable request and expense, information and assistance necessary for such defense. If Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34 No Waiver of Sovereign Immunity

34.1 In no event may this Master Agreement, any Participating Addendum or any contract or any Request for Services issued thereunder, or any act of Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

34.2 This section applies to a claim brought against Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35 Governing Law and Venue.

35.1 The procurement, evaluation, and award of the Master Agreement is governed by, construed, and enforced in accordance with the laws of Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award is governed by, construed, and enforced in accordance with the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement is be governed by, construed, and enforced in accordance with the laws of Participating Entity's or Purchasing Entity's State.

35.2 Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Request for Services or the effect of a Participating Addendum is in the Purchasing Entity's state.

35.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if Lead State is a party; a Participating State if a named party; the state where Participating Entity or Purchasing Entity is located if either is a named party.

36 Assignment of Antitrust Rights.

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out Contractor's obligations under this Master Agreement or Participating Addendum, including, at Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37 Contract Provisions for Request for Services Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Contracts funded with federal funds may have additional contractual requirements or certifications required. Federal terms and conditions are in Exhibit C, and are applicable to purchases made with federal funds unless otherwise stated in a Participating Addendum or in a particular Request for Services issued by a Purchasing Entity for incorporation in a Contract.

38 Intended Beneficiaries. Except as specified in this Master Agreement, Lead State and Contractor are the only parties to this Master Agreement and are the only parties entitled to enforce its terms. Nothing in this Master Agreement otherwise gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Master Agreement and expressly described as intended beneficiaries of its terms. Note: As set forth on Exhibit D-1, OBT Owner (as defined therein), is a third party beneficiary only as

to the applicable OBT and Exhibit D-1.

- 39 Severability.** If any provision of this Master Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions is not affected, and the rights and obligations of the parties will be construed and enforced as if this Master Agreement did not contain the particular provision held to be invalid.
- 40 Counterparts.** This Master Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed constitutes an original.
- 41 Survival.** All rights and obligations cease upon termination or expiration of this Master Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this section, and provisions regarding definitions, warranties and liabilities, independent contractor status and taxes and withholding, ownership and license of intellectual property, Contractor's duties of confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, and third party beneficiaries.
- 42 Integration and Merger.** This Master Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 43 Notices.** All notices required under this Master Agreement must be in writing and addressed to the party's Authorized Representative, as identified below. Mailed notices are deemed received 5 calendar days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative. Contractor shall send to Lead State copies of all notices that Contractor sends to a Purchasing Entity.
- 44 Time is of the Essence.** Contractor agrees that time is of the essence in the performance of its obligations under this Master Agreement, each Participating Addendum, and any Contract.

45. Authorized Signatures:

Contractor: Corporate Travel Management North America, Inc.

By: Karen L. Ghera

Title: SVP/ GM Pacific Region Date: 3/13/23

**The State of Oregon acting by and through its Department of Administrative Services,
Enterprise Goods and Services, Procurement Services**

By: John ANGLEMASTER

Title: DAS PS Procurement Manager Date: 03/14/2023

Approved pursuant to ORS 291.047 Oregon Department of Justice

By: Ellen Flint

Sr. Assistant Attorney General (GF0605-21)

Date: March 8, 2023

Exhibit A to NASPO ValuePoint Master Agreement
Services and Rates
Travel Management Services Description of Services

SECTION 1: GENERAL MANAGEMENT:

Contractor shall:

1. Have a process for ensuring that only Authorized Users are given access to applicable Supporting Contracts, including the process for new entities to set up an account for services. Supporting contracts will be the first option(s) offered to Travelers, including acceptance of required forms of payment per each supporting contract's terms and conditions.
2. Ensure all Passenger Name Record (PNR) are evaluated for accuracy and completeness at the time of set up.
3. Communicate all travel industry issues to each Participating Entity, Lead State, travel coordinators, and Travelers on a monthly basis or sooner if they are immediately affected. Communicating via email or the online reservation system any travel industry changes to each Participating Entity on a monthly basis or sooner if they are immediately affected.
4. Provide each Participating Entity with a dedicated Airlines Reporting Corporation (ARC) number, International Air Transport Association (IATA) number, and pseudo city code. Contractor is responsible for all associated fees and shall maintain ARC and IATA information at no cost to Lead State or any Participating Entity for the term of the Master Agreement.
5. Have the ability to hold travel reservations on behalf of the Traveler for 24 hours and void tickets within the 24-hour window if allowed by the airline policy, while following the requirements of the Airline Reporting Corporation (ARC).
6. Comply with the Participating States'/Entities' travel policies, when booking travel for Travelers, in accordance with the applicable Participating Addendum.
7. Verify rates and schedules before Traveler's departure date for all tickets issued. In the event carriers reduce fares, or the Participating Entity has negotiated a lower rate, Contractor will search out affected tickets and reissue them at a lower rate but inclusive of all change related fees and costs.
8. If applicable per the Participating States'/Entities' Travel Policy, work with Participating Entities and Travelers to track frequent flyer or reward numbers if provided by the Traveler.
9. Have afterhours contact information for Travelers or Participating Entities to contact Contractor outside of business hours as needed. After hours contacts must be able to assist the Traveler or Participating Entity with at least all the services listed above.

SECTION 2: ONLINE BOOKING TOOL AND RESERVATION PROCESS

Contractor shall provide multiple options for industry-wide recognized online booking tools and allow each Participating Entity to choose the booking tool that provides the best value to them. Each booking tool must be fully supported and maintained for Participating States/Entities to choose from. Contractor shall provide at least Certify (NuTravel), Lightning and Concur booking tools.

Each booking tool must:

1. Allow booking air, car, rail and hotel, designate preferred carriers, incorporate GSA and preferred Supporting Contract rates, allows internet fare search, allows profile maintenance, personal and shared trip templates, is able to comply with each entities travel policies, able to have a hierarchy system for travel arrangers and approvers, and tracks and assist in lowering travel costs. This must include customized applications for approval and advanced planning, so that Participating Entities can customize workflows to meet their needs.
2. Provide real time search and booking capabilities, available 24 hours a day, 7 days a week, with no additional charge to maintain, set up, or customize the booking tool and downtime within agreed upon service level agreements. This must include the ability to have travel arrangers within the Participating States/Entities book travel on a Traveler's behalf.
3. Offer customized applications for approval and advanced planning so that each Participating Entity can customize workflows to meet its needs.
4. Have the ability for Participating Entities, Travelers, travel arrangers, and Contractor to maintain Traveler profiles, with the capability of adding, maintaining user log in, changing or deleting profiles by users. In addition, Contractor shall have the SMART Portal accessible from any device without an application download.
5. Be accessible for viewing and booking on a smartphone or tablet, in addition to a workstation desktop with a 98% up time annually.
6. Contractor shall provide on-line user support i.e. chat support, etc.
7. Online booking tool access must be secure; at least password protected with the ability to create a unique password and contain a ticket and payment authorization system.
8. Fully configurable to show Participating Entity's contracted rates and other travel services if applicable.
9. Provide reservation confirmation screens.
10. Permit the use of online changes to be made by the Authorized Purchaser (primary method) and the Global Distribution System (GDS) (secondary method).
11. Provide capability of saving trips, cloning trip, permit one-way, round trip, multi segments, and multi-traveler reservations.
12. List contracted lodging, air, car rental, and rail suppliers within the online booking tool.
13. Identify all state-contracted airfares and preferred travel vendors with an icon.
14. Permit the use of the major Airlines Reporting Corporation (ARC) (legacy carriers) and non-ARC (low cost carriers [LCC]) participating carriers.
15. Permit the use of online changes and exchanges (change-modify functionality) for non-

ARC participating carriers.

16. Include a secure payment authorization system that allows for multiple billing/payment options for a Participating Entity to have available for its Authorized Users to select from, which must include payment by personal credit card and/or a business travel account (BTA).
17. Support a pre-trip approval process to obtain multiple levels of approval via an automated process, and capture information about travel arrangements at the time of booking, i.e. travel itinerary details and trip approvals.
18. Track and display onscreen to a Participating Entity unused ticket for all airlines by Traveler name, and provide residual value to the Participating Entity or Traveler as part of the booking process.
19. Support Participating Entity-specific policies identifying acceptable and non-acceptable travel rules.
20. Identify and display state certified green hotels with customized icons and sort by priority within the lowest rate available,
21. Ability to direct bookings to embedded or accommodated travel management services (single sign on capability).
22. Provide full content and full functionality with non-ARC participating carriers.
23. Provide the capability to input and transmit a frequent flyer rewards program number at the time of reservation.
24. If requested, by the Participating Entity, be able to provide Travelers records to the Participating Entity for a minimum of 8 years from date of purchase or be able to accommodate a Participating States retention rules. As this information will be the information of record for the Participating Entity.

SECTION 3: CUSTOMER AND AGENT SERVICES

Contractor shall provide professional travel agent(s), and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. Contractor must maintain a Dedicated ARC number if applicable, International Air Transport Association (IATA) number, and pseudo code. Contractor is responsible for all associated fees and must maintain them at no cost to any Participating Entity for the entire term of the Master Agreement. Agent Services must include at a minimum:

1. Processing and issuance of a credit on downgraded exchanged tickets to a Participating Entity originally billed for the ticket. When a Participating Entity applies for a credit, Contractor will promptly process the necessary paperwork and the credit should be applied to the Business Travel Account (BTA).
2. Ability to access state-contracted, discounted airfares and city pairs.
3. Ability to assist Participating Entities to book vehicle and lodging reservations.
4. Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.

5. Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
6. Offering the lowest logistical available rates and fares for all travel reservations. Include confirmation numbers and other pertinent reservation data on the Traveler's itinerary
7. Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.
8. Ensure travel options delivered under the agent assisted transaction fee are identical to those obtained by a Participating State/Entity via the online reservation system.
9. Book preferred seating and other requests for the Traveler, per the Participating State's/Entity's travel policy. The Traveler's preferences are identified in the Traveler's profile.
10. Assistance with and reconciliation and resolution of any problems associated with reservations and tickets (includes air, rail, lodging, bus, motor coach services and car rentals).
11. Ability to have access to a 24-hour seven day a week nationwide toll-free line must be available for emergencies.
12. Provide customer service for all Participating Entities during the hours of 8:00 am to 5:00 pm, time zone to be per the Participating States/Entities time zones. After hours agents must be available 24 x 7 x 365 and have access to all of the Participating States/Entities information, Traveler information, and be able to assist with and book travel. After hours staff must be employees of Contractor, not a third party.
13. Answer phone calls 90% of the time within 20 seconds. The abandon rate must be less than 3%.
14. Investigate any service complaints received and provide a response within 48 hours to the Participating State/Entity or Purchasing Entity.
15. Have staff available via these outlets 24/7: email, phone support, and assistance through a click to dial mobile application (when a mobile application is applicable).
16. Notify Travelers via email, phone or text message confirmation of any itinerary changes in flight, rail, or other travel schedules as soon as Contractor receives the information from the travel supplier, in no event longer than one hour from Contractor's receipt of the information. Any tickets, itineraries, and billings shall be modified or reissued to reflect changes, as necessary. Contractor will make adjustments for any airline schedule changes in travel, unless the airline makes the change at the airport due to a travel issue during travel.
17. Assist Travelers if a flight is sold out at the time of booking, if the Traveler can be and requests to be placed on a waitlist for that flight. If a seat becomes open the Traveler is to be placed on that flight. This applies to non-discounted or lowest cost flights only. Contractor is responsible for communication of wait status to these Travelers via email.

3.1 On-site Agent Services

Contractor shall provide and work with the Participating Entity if on-site professional travel agent(s) including equipment, and software access to book travel and related services to assist a Participating Entity in meeting its travel needs for various types of domestic and international business travel. These services must be the same services as otherwise described in This Exhibit A, unless otherwise agreed upon by the Participating Entity requesting on-site services. Data available to on-site agents and any booking tool used must adhere to security standards listed in the Master Agreement and any Participating Addendum. On-site services may also require additional physical and public health safety laws, rules, and policies be followed by on-site Proposer representatives.

Required elements for Contractor providing On-Site Agent Services specifically include the reporting Services outlined in Section 7 and the ability to handle high volume of requests, individual travel, group travel domestic and international and the ability to book all types of travel.

3.2 Scheduling and Booking:

Contractor staff and the online booking tool must be available to schedule, book, and ticketing air transportation, rail, rental car, motor coach, busses and hotel reservations, and other travel requirements as necessary, for individual and group Travelers traveling on behalf of a Participating Entity. Scheduling and booking may be done via phone or on-line.

Scheduling and Booking Services must include at a minimum:

1. The ability to access state-contracted, discounted airfares and city pairs.
2. A level of service that can respond to high volume booking during peak times and ensure quality standards of performance are consistently provided.
- 3.
4. Ability to book and integrate non-GDS/non-ARC carriers and the data within the booking process.
5. Secure reservations via a GDS and automated monitoring of fares on a scheduled basis for the reissuing of tickets when the fare has decreased.
6. Offering the lowest available rates and fares for all travel reservations.
7. Verification of rates and fares for all tickets issued. In the event fares are reduced, the successful Proposer shall search out affected tickets and reissue them at the lower rates.
8. Assistance with, and reconciliation and resolution of, any problems associated with reservations and tickets (includes air, rail, lodging and car rentals). This could include ensuring Travelers know what documents are required to travel (passport, tourist cards, and other documentation for foreign or domestic travel).

3.3 Ticket Distribution

Contractor shall accurately distribute customized e-ticket itineraries and receipts at time of ticketing or booking, and process paper documents when electronic tickets are not available. Ticket Distribution Services must include at a minimum:

1. A quality control program to ensure reservations are correctly booked and documented, addressing at least: all necessary changes or adjustments in travel documents that may be required due to rescheduling on the part of a Participating Entity or on part of a Traveler prior to the trip or during the trip.
2. Automated capability to complete pre-trip audits to ensure that the bookings/fares are adjusted to the lowest fare that meets the Traveler need.
3. Provide each Traveler and the Participating Entity with a complete electronic trip itinerary.
4. Comply with each Participating Entity-specific travel policies and trip approval requirements as specified by a Participating Entity or Authorized User.
5. Documentation of passenger name record with exception documentation, reason codes, and low fare comparison.
6. Provide booking and other relevant travel information via a mobile application. Examples include but are not limited to iPhone and Android platforms. Other platforms or specific devices may be added by Participating States/ Entities.

SECTION 4: ANNUAL LODGING REFRESH/SERVICES

4.1 Annually Contractor shall complete a solicitation process for recruiting and onboarding lodging providers, and management of its hotel directory. The solicitation process must integrate with the On-line Booking Tool and GDS Systems. This solicitation process must include using a system to send out room rate agreements and a central communication push to notify hotels of the opportunity. The annual refresh process should reflect:

1. Sending out instructions and assist hotels with loading their information into the booking tool and the GDS System.
2. Sending out communications to properties and maintain property directory that can be supplied to participants.
3. Government rate must be offered by respondents, and lower rates should be further negotiated when possible. If applicable, a Participating Entity may have agreements with hotels/motels for discounted government rates or is able to obtain lower rates than offered by Contractor, Contractor shall obtain such rates or lower rates. For current lodging per diem rates, refer to <http://www.gsa.gov/portal/content/104877>
4. In the solicitation ask that each hotel includes at a minimum these features and amenities:
 - a. Offer to Travelers and have available GSA per diem rates or lower for Travelers.
 - b. Restaurant on site or nearby.
 - c. Hotel location listed on booking site.

- d. Identify if airport shuttle service is available on state booking site including if there is a fee or not for this service.
- e. Continental or full breakfast included in room rate if applicable to hotel.
- f. Internet services, at no cost preferred.
- g. Business center access.
- h. Meetings rooms available.
- i. No blackout dates and last room available.
- j. Environmentally friendly options are preferred.
- k. Continuing to add hotel price agreements to negotiate state government rates and add to the hotel lodging program.
- l. Lodging reservations, which includes initiating and confirming reservations and confirming the rate at which the reservation is made. When a reservation is completely canceled, Contractor is responsible for canceling the accompanying lodging reservations unless requested not to do so.

4.2 Contractor shall maintain a plan to mitigate lodging provider's unique payment needs if the room is pre-paid by someone other than the traveler. For instance, the need for a third-party credit card authorization form or direct bill account.

4.3 Include additional hotel information and rates on the booking tool system, including at a minimum:

- 1. GSA-Per-diem rate showing on each booking as the first option for Travelers.
- 2. Seasonal per-diem rates and periods (if applicable).
- 3. Year round per-diem rates are preferred.
- 4. Flexible rates and discounted rates for local hotel/motel tax room availability.

4.4 Facilities/hotels with meeting rooms:

For facilities/hotels that have meeting room capabilities, Contractor shall assist a Participating Entity in booking a meeting space. The information that should be available to assist in booking is at a minimum:

- Number of meeting and conference or board rooms.
- Total square footage in meeting rooms, and how many seats fit in each room.
- If catering is available.
- If wireless internet is available in the meeting rooms.

SECTION 5: ADDITIONAL SERVICES DESCRIPTION AND ADDITIONAL ASSURANCES

Contractor shall:

- 5.1** Notify travelers of airport closings, flight status changes, weather delays, or any other travel related delays while the Traveler is in travel status, in a timely manner. Including communication for trips booked with the booking tool online and agent assisted.
- 5.2** Provide duty of care and travel risk services to all Participating States/Entities and Travelers. If a Traveler has booked or is traveling in a high-risk location, Contractor shall notify the Traveler and their employer via email that the Traveler is in a high-risk location(s); for example, security or natural disaster threat. Traveler tracking with giving real time automated warnings and alerts, Travel and risk policy development, global risk analysis reports to the Participating Entity at their request, including pre-trip, while away, and post trip analysis, designation-based training strategy with Contractor staff to assist Travelers, IT Security and compliance testing where applicable, accommodation of Travelers special needs, in-house agent services available 24/7, duty of care is part of business continuity planning, integration with third-party extraction providers.
 - 5.2.1.1** Providing credits or refunds for travel services not utilized within seven (7) days of the cancellation or change.
 - 5.2.1.2** Issue a credit to the Business Travel Account (BTA) on downgraded exchanged tickets to the Participating Entity originally billed for the ticket.
 - 5.2.1.3** Offer and support multiple expense tools to Participating States/Entities to choose from for expense management, with invoicing, expense reporting and automated reimbursement included.

SECTION 6: WEBSITE

Contractor shall develop and maintain a user-friendly website where Authorized Users log in for government travel. The website will direct users to the appropriate travel sites (i.e. online booking tool, reporting tool), provide training, ensure compliance with the applicable Participating State's/Entity's travel policy, include any Participating State's/ Entity specific travel information, forms (if applicable), include single sign on capabilities, FAQ's, travel news, updates and other helpful travel information. The website approach and plan must include customized sub-sites for the following entities at no additional charge:

- 6.1** NASPO ValuePoint Sub-site (including Lodging):
 - 6.1.1.1** Entity and State-specific sub-sites.
 - 6.1.1.2** Access to the NASPO ValuePoint discounted travel agreements (rental car, lodging, etc.).
 - 6.1.1.3** Sub-sites must be configurable to meet a Participating Entity's Authorized User

profiles.

- 6.1.1.4 List NASPO ValuePoint Lodging Program properties and hotels first preference, and then the Participating Entity contracted hotels.

6.2 NASPO Lodging Only Website:

- 6.2.1.1 Pursuant to the provisions of this Master Agreement, Contractor, at no additional cost, shall maintain a website for the NASPO Lodging Only program on the NASPO website. The NASPO Lodging Only program is intended for use by Participating Entities/States and Travelers ("Authorized User"). Contractor shall grant each Authorized User a personalized log in for access to the website for booking travel.
- 6.2.1.2 A Participating Addendum with NASPO is not required for the NASPO Lodging Only Website.
- 6.2.1.3 Allow access to lodging rates only to other Travel Management Contractor's through the GDS if requested by a Participating State/Entity and approved by the Lead State. If this is not approved by the Lead State, the requesting Participating State/Entity must obtain a log in from CTM to book Lodging through the NASPO Lodging Only Website.

SECTION 7: REPORTING

Contractor shall provide any reports requested by the Participating State/Entity, in the format requested by the Participating State/Entity. This could include upon Participating State/Entity's request, Contractor providing customized or other reports, such as: hotel activity report, air activity report, executive summary report, emissions report, and fare savings report. Reports can be run and delivered via email on a customized schedule.

7.1.1 Unused Ticket Reports

At the time of ticketing, ensure credits are used toward new reservations if the credit is cost effective to use and if the Traveler is booking online that the Traveler's profile will prompt them a credit is available. Carrier fees may apply to the Participating Entity with using these tickets.

10.1.2 Upon request, make name changes and refunds when available.

10.1.3 Process the necessary paperwork and refund an unused refundable ticket less the transaction fee when a ticket is submitted for a refund. Contractor shall credit all refunds back to the original credit card or other payment means originally used to pay for the ticket.

7.1.2 Accounting

Contractor shall ensure reports are available to the Participating Entity/States that include but are not limited to expense tracking, billing codes, vendors, volume, and travelers by state or by agency. These reports can be requested at any time by the Participating Entity.

SECTION 8: IMPLEMENTATION/ONBOARDING AND TRANSITION

8.1 Transition

Contractor shall work with each Participating State/Entity or Purchasing Entity to create a transition plan for ease of implementation of subsequent contractors should the need arise at the end of the Master Agreement term or Participating Entity Participating Addendum term, if applicable. Each Transition Plan should be updated or reviewed annually. The Transition Plan must be agreed upon between the Participating State/Entity and Contractor. Contractor and the Participating State/Entity should both have a copy of the plan, including any agreed upon updates.

Knowledge Transfer: Contractor shall play an important role in providing knowledgeable human resources during any transitional period to ensure uninterrupted operations and availability of the Services and information.

Documentation: Contractor shall make applicable documentation and data available upon request to assist in the execution of any transition plan upon Master Agreement/Participating Entity's Participating Addendum termination or expiration. Contractor is responsible for developing and maintaining documentation at all times during the Master Agreement /Participating Entity.

8.2 Implementation

8.2.1 Contractor shall work with the Participating State/Entity to create an implementation plan that includes but is not limited to:

- A kickoff meeting, setting milestones and timelines
- Service configuration
- Finance and accounting
- Technology
- Infrastructure
- Travel management
- Trainings
- Online Booking tools
- Testing, review, and approval by Participating Entity
- Go live date and ongoing support

8.2.2 Update the implementation plan as needed and tasks are completed.

8.2.3 Assign a contact for the Participating State/Entity to work with and have progress meetings as needed.

8.2.4 Submit the implementation plan to the Participating State/Entity, go over it with them to ensure it meets their need. Make edits as needed or requested.

8.2.4 Once the plan is approved by the Participating State/Entity, move forward with the plan as agreed.

8.3 Re-Implementation

Contractor shall assist each Participating State/Entity in making changes to their travel programs if needed. Contractor shall work with the Participating State/Entity to create a re-implementation plan to accomplish the changes

8.4 Disengagement

Contractor shall assist a Participating Entity in to transition from Contractor's Services to a subsequent solution in accordance with Section 8.1. Contractor will provide a de-implementation plan to cover financials to ensure they are up to date, transition unused tickets, etc. and use commercially reasonable efforts for a smooth transition to the new service provider. Examples of items covered in a de-implementation plan would be the last date Contractor should ticket, what date the traveler profiles should be deleted, what date will the Participating Entity profile be deleted, and if Participating Entity requires any post-termination support such as supporting exchange ticketing.

SECTION 9: DATA MANAGEMENT

Contractor shall adhere to data management practices that comply with at least the following.

9.1.1 Data Management and Security

Contractor shall adhere to a security program that is based on industry best practices and is aligned with NIST 800-53 (Moderate), COBIT, ISO 27001 and 27002, and SSAE 18 guidelines, and the requirements and Contractor representations of this Master Agreement. As part of the security program, Contractor follows a policy, standard and procedure format for establishing, updating, and adhering to policy and procedures for the governance of security and data protection.

Contractor shall provide to the requesting entity a copy of its annual security review of processes and attestation of compliance, specifically including Contractor's SOC 2 Type II reports for its Services, including applications and the associated environments, and PCI Attestation of Compliance (AOC), at the request of Lead State or a Participating Entity.

9.1.2 Profile Data

Contractor shall ensure Purchasing Entity Data including PII and PCI related data is encrypted at rest and during transmission across public networks, including the secure handling of encryption keys, segregation of duties. data retention, and secure key management processes.

Specifically, regarding Purchasing Entity Data that is Traveler profile data, data is retained for active Travelers, per established data feeds with Purchasing Entity(ies)'s human resources (HR) systems, based on active employment with the applicable

Purchasing Entity. In the absence of such HR feeds, profile data is maintained for the life of the Participating Addendum. All Traveler profile data is classified as Client PII in accordance with Contractor's policy and is accorded the highest level of security per Contractor's policy.

9.1.3 System and Data Management

Contractor has an established patch and vulnerability management process that identifies and repairs any gaps or vulnerabilities within Contractor's network and applications. This process is further defined within the policies and standards that are included within Contractor's security program and is assessed during the annual security evaluation and external accreditation processes.

SECTION 10: TRAINING

10.1 Contractor shall provide training at no additional charge to Participating Entities, the Lead State and NASPO ValuePoint, that includes:

1. Online booking tool sessions;
2. Webinars;
3. On-site, video and phone;
4. Reporting;
5. Online user support;
6. Printable user guides/tutorials for travel administrators, travel coordinators, and Authorized Users;
7. Presentations including preparation and planning.

10.1.2 These trainings must highlight step-by step-on how to make a reservation from start to finish, highlight features and benefits of the booking tool and any other components the Participating State/Entity has requested. In addition to delivered reports, designated NASPO ValuePoint or Lead State site administrators will receive training on reporting tools so they can retrieve travel spend data whenever the need arises. All reports or other reporting tool reports can be formatted in PDF format, Excel, Rich Text, or Word.

SECTION 11: BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

11.1 Upon request, Contractor shall deliver to Lead State an "Executive Summary" of its Business Continuity Plan and Disaster Recovery Plan, including in the plan how each booking tool will respond, if separate, ensuring that all critical business needs are met in the event of an emergency or disaster and addressing the following:

1. Data facilities that exceed natural disaster code – including earthquakes and tornados.

2. Fully redundant system, including server build outs, intelligent load balancing, and excess capacity configurations to ensure that failure of a single component does not disrupt the entire environment and ensures communications integrity, in the event one or multiple offices are taken offline.
3. Redundant power, emergency systems, fire detection.
4. Back up and restoration procedures for full recovery of the production environment automated disk to disk and duplication of local disk array to a remote data center
5. Staffing and Communication plans.
6. Pandemic Response procedures and communication plan.
7. Mandatory recovery procedure review
8. Ransomware response plan
9. Business continuity and disaster recovery test plan
10. Contingency Plan for subcontractor / supporting vendor outage or significant incident.

11.2 Contractor shall maintain and update its Emergency and Disaster Recovery Plan as necessary. The plan must address the requirements of this Section 11.2.

11.2.1 Server/Power Failure

Contractor's services must provide multiple locations with back up servers, such that if one office is down another is able to assist, and customers will not see an interruption in services or access to their booking tool(s) and profiles. In the event a disaster or failure happens, Contractor shall work and communicate with the affected Participating States/Entities, Traveler(s), and Lead State's Contract Administrator.

11.2.2 Disaster Recovery Plans

Contractor's Disaster Recovery Plan must include processes and procedures for responding to extraordinary events or circumstances, whether or not foreseeable, beyond the reasonable control of Contractor, including at least the following types of emergencies: Malware / ransomware attack, denial of service, nature events (storms, earthquake, floods, and tornados), public health issues (e.g., pandemics) and hostile government acts and acts of terrorism (911 and the airspace shutdown).

11.2.3 Communication

In the event a disaster or failure happens, Contractor shall work and communicate with the affected Participating States/Entities, Traveler(s), and the Contract Administrator.

11.2.4 Returning Funds during a Disaster incident

Contractor shall provide reasonable commercial assistance to enable Participating States/Entities, Traveler(s), and Lead State to receive a refund or any other appropriate redress from a travel supplier in connection with the Services, per the applicable travel supplier’s terms and conditions.

SECTION 12: Reserved.

SECTION 13: PROGRAM OUTREACH AND MANAGEMENT

13.1 Annual Review Meetings

Contractor shall meet with the Lead State’s Master Agreement Contract Administrator at least annually to go over the program performance.

13.2 Program Outreach

Contractor shall promote the use of the Master Agreement, including but not limited to what opportunities and/or challenges does Contractor see in working with NASPO ValuePoint, steps to increase on-line booking usage and what goals Contractor has to meet in the first year if awarded a contract.

SECTION 14: RATES

<u>Service</u>	<u>Fee per Transaction</u>
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Full-Service agent Booking Fee:	\$18.00
Hotel and car only agent assisted booking fee:	\$5.00.
Online Booking (unassisted) Fee for CTM’s Lightning Tool (can access the tool through CTM Portal):	\$3.00
Online Booking (unassisted) Fee for NuTravel, Concur and GetThere (can access the tool through CTM Portal):	\$5.00
Online Booking (agent assisted) Fee:	Reverts to Full-Service agent Booking Fee (\$18.00)
After Hours agent fee:	\$15.00
Online Direct Connect:	\$6.00
VPay Client Credit Card (per Hotel Bill) (via CTM Hotel Bill):	\$6.5
CTM Approve (this the automated pre-trip approval process where a Participating Entity can indicate which reservations they want to have approved; and when a reservation requires approval in order to be ticketed, Contractor will identify that, and an email is sent to the listed approver to either accept or decline the requested reservation (Approval Systems):	\$1.00 per transaction
Human Resources Fee for Concur only (one time set up fee)	\$3,000.00 and up, with the fee amount set forth in the applicable Participating Addendum.
Single Sign On (SSO) for Concur only (one time set up charge):	\$1,500.00 and up, with the fee amount set forth in the applicable Participating Addendum.

Additional Services provided by Contractor via Contractor's portal at no extra cost to the Participating Entity/Traveler

1. CTM Portal (this is the portal where a Participating Entity will access reporting for its travel program and access to the OBT as well)
2. CTM Tracker and Risk and Alerts (this provides the automated tracking and the risk notifications that are sent to impacted Travelers)
3. CTM Forecaster (part of the technology for budgeting for trips; it is accessed through CTM Portal)
4. CTM Hotel Bill (Contractor's automated billing application)
5. CTM Data (this displays the travel data which an Authorized User can access through CTM Portal)

Exhibit B NASPO ValuePoint Master Agreement

SAMPLE PARTICIPATING ADDENDUM

Form Participating Addendum

NASPO ValuePoint

PARTICIPATING ADDENDUM**Travel Management Services**Lead by the State of **Oregon**Master Agreement #: Contractor: Corporate Travel Management North America, Inc.
(Contractor)Participating Entity: **State of** XXXXXX

1. **Scope:** This Participating Addendum (“Addendum”) covers the acquisition of **Travel Management Services**.

- Removable Example: All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.
- The following Services are not included in this Addendum:
 - Removable Example: Product modifications.
 - Removable Example: Installation services.

Master Agreement Terms and Conditions:

2. **Participation:** [Removable Instruction: Participating Entities should ensure this section properly defines the scope of participation.] This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of [xxxxxxx]. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Removable Instruction]: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

5. Purchasing Entity - Contractor Selection: This Addendum is not exclusive; Purchasing Entities may acquire the Services from other providers.
6. Request for Services: Any Request for Services placed by a Purchasing Entity for a Service available under this Addendum will be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the resulting contract agree in writing that another contract or agreement applies to such Request for Services.
7. Participating Addendum Integration: This Addendum and the Master Agreement and their exhibits and attachments, set forth the entire agreement between Contractor and Participating Entity with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified in this Addendum and the Master Agreement and their exhibits and attachments. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement prevail and govern in case of any attempted modifications or inconsistent terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
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Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tara Larwick
Telephone:	720.551.9530
Email:	tlarwick@naspovaluepoint.org

Please email fully executed PDF copy of this document to:

PA@naspovaluepoint.org

Exhibit C to NASPO ValuePoint Master Agreement

PROVISIONS REQUIRED BY FEDERAL LAW

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, 136), or other federal provisions, and without limiting the generality of Section 15 of the Master Agreement, Contractor shall comply and, as indicated, cause its subcontractors to comply with the following federal requirements. For purposes of this Master Agreement and all Requests for Services, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally assisted construction contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. **Clean Air, Clean Water, EPA Regulations.** Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Participating Entity, Lead State, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
 - 2.1. Contractor shall report each violation to Participating Entity and Lead State and understands that each will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
 - 2.2. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
3. **Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
4. **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section 6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the

purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

5. **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
6. **Truth in Lobbying.** By signing this Master Agreement, Contractor certifies, to the best of Contractor's knowledge and belief that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - 6.4. This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - 6.5. No part of any federal funds paid to Contractor under this Master Agreement may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

- 6.6. No part of any federal funds paid to Contractor under this Master Agreement may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 6.7. The prohibitions in Subsections 6.5 and 6.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 6.8. No part of any federal funds paid to Contractor under this Master Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
7. **Recycled Materials.** In the performance of the Services, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the performance schedule, (ii) meeting Master Agreement and Contract performance requirements, or (iii) at a reasonable price.
8. **Drug Free Workplace.** Contractor shall comply with the Drug-free Workplace requirements in subpart b (or subpart c, if an individual) of 2 CFR subtitle B, Chapter XV, Part 1536, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (pub. L. 100-690, title v, subtitle d; 41 u.s.c. 701-707) . Contractor acknowledges:
- 8.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- 8.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 8.3. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.
- 8.4. Contractor certifies that it will provide drug-free workplaces for its employees.

9. **Audits; Access to Records.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Master Agreement and applicable state or federal law.
- 9.1. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Master Agreement, with the applicable audit requirements and responsibilities set forth in the Subpart F of [2 CFR part 200](#) (for audits for fiscal years beginning after December 26, 2014).
- 9.2. Records must be available as provided in Section 24 of the Master Agreement.
10. **Debarment and Suspension.** Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:
- 10.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 10.2. Contractor has not within a three-year period preceding the Effective Date of this Master Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 10.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and
- 10.4. Contractor has not within a three-year period preceding the effective date of this Master Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
11. **Americans with Disabilities Act.** Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC §12131 et. seq.) in the construction, remodeling, maintenance and operation of any

structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.

12. **Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC §6081 et. seq.).
13. **Educational Records.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 USC §1232g; 34 CFR Part 99).
14. **National Voter Registration Act.** Contractor shall comply with the agency-based voter registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities to be offered to applicants for public services.
15. **Servicemembers Civil Relief Act.** Contractor shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App. 501 et. seq.).
16. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Master Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Services: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 USC 14402.
17. **Whistleblower Protection Act.** Contractor shall comply with the requirements for whistleblower protections (as applicable) at 10 USC §2409, 10 USC §4712, 10 USC §2324, 41 USC §§4304- 4310.
18. **US Patriot Act of 2001.** Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 USC §175-175c.
19. **Rehabilitation Act of 1973.** Contractor shall comply with requirements of Section 503 and Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended.

20. **Trafficking Victims Protection Act of 2000.** Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 USC §7104.
21. **Age Discrimination Act.** Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 USC. §6101 et. seq.).
22. **Buy American and Hire American.** Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.
23. **Use of Logos.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
24. **False Statements.** Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Master Agreement and all Contracts.
25. **General Provisions.** The federal government is not a party to this Master Agreement or any Contract and is not subject to any obligations or liabilities to Participating Entity, Lead State, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit D

Security Requirements and Rider to Terms of Service

1. **Applicability.** This Exhibit D applies to Contractor's collection, creation, storage, transmission, and use of Purchasing Entity Data, including through online, on-premises, or mobile software and services. The specifically includes the "CTM Proprietary Products" listed below and the Concur and Sabre online booking tools that Contractor offers to Purchasing Entities and their Travelers to receive Services, including related intellectual property (such as documentation) and support to be provided as a service by Contractor and its subcontractor OBT Owners.

CTM Proprietary Products:

- a. **Virtual Card:** A virtual credit card is a unique, 16-digit number tied to a single travel transaction and issued for a specific dollar amount. It can be used to pay travel vendors, such as hotels, car rentals and airlines.
 - b. **Approve:** Approve is a solution designed to send travel related information to a pre-defined list of approvers within an organization with the intent of seeking their approval or denial of a travel reservation prior to purchase.
 - c. **Portal:** Portal is a website designed to house company travel specific content as well as provide links to additional services such as profile management, online booking tools, data management, invoices, etc. This is also the target destination for single sign-on (SSO) integration with a customer.
 - d. **Forecaster:** Forecaster is a widget within the Portal that allows travelers to view flight options on a grid type display that shows them ticket prices over a period of time so they can visually see higher and lower rates based on departing timelines.
 - e. **Hotel Bill:** Hotel Bill is a product that submits hotel pre-payment or virtual card information to a hotel on behalf of a traveler thereby reducing the exchange of credit card information between travelers, travel agents, and hotels.
 - f. **Data:** Data is the reporting solution associated with either pre-trip information or post-ticketing financial transactions. The reporting solution is typically comprised of dashboards and traditional business intelligence reports that are accessed online or pushed to a recipient's email address.
2. **Agreement and Interpretation.** This exhibit supersedes any provision to the contrary in any terms and conditions for online, on-premises, or mobile software and services products that Contractor offers to Purchasing Entities and their Travelers, including the OBT Terms of Service (TOS) which are attached to this Exhibit D as Exhibit D-1.
 - 2.1. In the event of any conflict between a Participating Addendum (including as amended), the Master Agreement (including this exhibit and as amended), the TOS, updates to the TOS published by Licensor on or after the effective date of the Master Agreement or applicable Participating Addendum (including updates to any policy referenced in the TOS), and any terms presented to an end user in a 'click wrap' 'click through' or similar end user agreement, the conflict will be resolved in that order.

2.2. No additional terms are enforceable against Lead State or a Participating Entity unless this Master Agreement is amended in accordance with its Section 5 and agreed upon by a Participating Entity in accordance with its Participating Addendum.

3. **Ownership of Purchasing Entity Data.** Any information Contractor or its employees or agents receives or creates relating to a Purchasing Entity or its Travelers (Purchasing Entity Data) is owned by Purchasing Entity. Purchasing Entity hereby grants Contractor a license to use Purchasing Entity Data to fulfill the purposes of the Contract, and otherwise only as specifically described in the Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Purchasing Entity Data to Purchasing Entity. Upon request by Purchasing Entity, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve, or enable Purchasing Entity to enforce, its rights with respect to Purchasing Entity Data.
4. **Privacy and Security Training.** Contractor shall ensure its employees, agents, and sub-contractors receive periodic training on privacy and security obligations relating to the Services.
5. **Limited Purposes.** Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of the Services.
6. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Agreement.
 - 6.1. Purchasing Entity Data may be used to fulfill Contractor’s legitimate business purposes (e.g., Contractor is required to maintain certain information that may be considered Purchasing Entity Data in order to comply with its recordkeeping obligations under the data retention requirements of the Airlines Reporting Corporation (“ARC”)) or as may be required by law. Contractor shall limit the use, disclosure, transmittal, or storage of Purchasing Entity Data to the specific reason requiring retention of Purchasing Entity Data, and the protections of this Master Agreement extended for so long as Purchasing Entity Data is retained by Contractor. Once the reason for retention of Purchasing Entity Data has expired, Contractor shall destroy Purchasing Entity Data in accordance with Section 10 of this Exhibit D.
7. **Privacy Protections.** Purchasing Entity Data may include information subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and sub-contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain

protections required by law or a Contract for any retained Purchasing Entity Data for so long as Contractor (including through any third party) retains it.

- 8. Access.** Contractor shall not suspend or allow the suspension of a Purchasing Entity's access to its data at any time during the term of the applicable Participating Addendum or the post-termination access period.
- 9. Post-Termination Access to Purchasing Data.** Upon termination (including by expiration) of the Master Agreement or a Participating Addendum, Contractor shall, at Lead State's discretion, either return all affected Purchasing Entity Data to the applicable Purchasing Entity (or delegate, including under any transition plan agreed upon under the Master Agreement) in an agreed-upon format, or ensure each affected Purchasing Entity has access and the ability to retrieve its data for at least a 90 calendar day period following termination. This 90-day period will be at no additional charge to any Purchasing Entity.
- 10. Sanitization.** Subject to Contractor's record retention obligations under this Master Agreement and Section 10.1. and each applicable Participating Addendum, Contractor shall not retain any copies of Purchasing Entity Data following the post-termination access period referenced in Section 9 of this exhibit without the Purchasing Entity's written authorization. Contractor shall notify Lead State and each applicable Participating Entity of any conditions that make returning all Purchasing Entity Data not feasible. Upon Purchasing Entity's written acknowledgement that returning all Purchasing Entity Data is not feasible and its consent, Contractor shall purge or destroy retained Purchasing Entity Data in all its forms (including copies of returned data, and data held by third parties) in accordance with the most current version of NIST SP 800-88 (or other agreed-upon standard) and provide Purchasing Entity with written certification of sanitization.
 - 10.1.** The obligation to destroy or return such Purchasing Entity Data will not apply to electronic copies stored pursuant to Contractor's record retention policies and obligations ("Backup Copies"). Contractor will not be required to erase electronically stored Purchasing Entity Data that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law, (i) its personnel whose functions are not primarily information technology do not access such Backup Copies and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). Contractor shall maintain protections required by law or a Contract for such Backup Copies for so long as Contractor retains them.

11. Notifications.

- 11.1. Security Incidents, Breaches and Potential Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy that actually or potentially impacts the Services or Purchasing Entity Data, Contractor shall notify Lead State and each affected or potentially affected Participating Entity and Purchasing Entity

of the security incident, breach, or potential breach immediately, and in no event more than 24 hours following discovery or notification. Breaches include a failure to comply with Contractor's confidentiality obligations. If Purchasing Entity determines that a breach requires notification of impacted individuals, or other notification required by law, such Purchasing Entity will have sole control over the notification content, timing, and method, subject to Licensor's obligations under applicable law.

- 11.2. Requests for Purchasing Entity Data.** In the event Contractor or its subcontractor(s) receives a third-party request for Purchasing Entity Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.

12. Security and Hosting.

- 12.1. Compliance with Laws, Regulations, and Policies.** Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations and Purchasing Entity policies governing use and disclosure of Purchasing Entity Data including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
- 12.1.1. Current Payment Card Industry Data Security Standards (PCI DSS).
 - 12.1.2. Compliance with at least NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53).
 - 12.1.3. For Lead State, the Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628.
- 12.2. Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Purchasing Entity Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.
- 12.3. Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required for the Services is documented in a security risk management plan. Contractor will make its plan available to Lead State for review upon request.
- 12.4. Hosting Services.** Services are provided via hosting services located within the continental United States. Contractor shall not transfer or materially modify these hosting services without advance written consent from Lead State.
- 12.5. Third Party Audit.** Contractor shall ensure it and its subservice organizations undergo annual examination from an independent auditor to assess the Services'

compliance with at least SSAE 18 (SOC 2 Type II). Contractor shall provide an exact copy of the most recent examination results report to Lead State upon request.

- 12.6. **Security Logs and Reports.** Contractor shall allow Purchasing Entity access to security logs that affect the Services or Purchasing Entity Data. This includes the ability for Purchasing Entity to request a report of the records that a specific user accessed over a specified period of time.

Exhibit D-1

OBT Terms of Service (TOS)

This Exhibit D-1 is a subpart of Exhibit D. For purpose of this Exhibit D-1, "Client" means Lead State, Participating State/Entity or Purchasing Entity, as applicable.

1. Access and use of the online booking tool ("OBT") to make an online booking with a travel supplier via travel supplier's website is restricted to Client's own internal business purpose. The owner of the OBT ("OBT Owner") (e.g., CTM in the case of Lightning, Concur Technologies, Inc. in the case of Concur, Sabre in the case of GetThere, etc.) owns and retains all right, title, and interest in and to the following (collectively, "OBT Property"): (a) the OBT (including all site set up and configuration), and all marks, software, hardware, technology, documentation, and confidential information provided by OBT Owner in connection with the OBT; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by OBT Owner during its performance of providing the OBT to Client under this Master Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in subsections (a) and (b) above.

2. OBT Owner warrants that the OBT, when used for its intended purpose and in accordance with these TOS, does not infringe upon any intellectual property right of any third party. Except as otherwise expressly authorized herein, the non-exclusive rights set forth in these TOS are the entirety of Client's rights in connection with OBT Property.

3. By using the OBT to make online bookings with travel suppliers: (a) certain booking data and Confidential Information of Client Traveler will be disclosed to the applicable travel supplier website as determined by Client or Client Traveler, including, but not limited to, Client Traveler's name and profile information, including credit card data; and (b) Client is subject to all applicable travel supplier website terms and conditions, including terms of use, privacy policies, restrictions, and applicable change and cancellation policies.

4. In connection with Client's use of the OBT to make online bookings with travel suppliers, OBT Owner does not guarantee and is not responsible for: (a) the quality or performance of the travel supplier services or non-fulfillment by the applicable travel supplier; (b) the information contained in the travel supplier website (e.g., fares, rates, availability, etc.); (c) the accuracy of the content of the travel supplier website; (d) the security of Client's Confidential Information that resides in the travel supplier website (e.g., Client Traveler's name and profile information, credit card data, etc.); (e) changes and/or cancellations of services by a Client Traveler, including, but not limited to, lost tickets, fraud, obtaining possession of the applicable ticket (paper ticket or electronic ticket) from the applicable travel supplier; (f) ensuring that any purchases made are in accordance with Client's policies, procedures, and guidelines or for resolving any disputes with Client's employees and agents related thereto; or (g) payment for purchased products or services (and associated service fees).

5. Client shall not directly or indirectly do any of the following: (a) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any OBT Property or any rights under these TOS, including without limitation any access or use of any OBT Property on a service bureau basis or for any processing services beyond the scope specified in the contract(s) associated with these TOS (such as for any third parties on a rental or sharing basis); (b) use, or otherwise disclose to any third party, any OBT Owner confidential information; (c) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the OBT; (d) copy, modify, or prepare derivative works of OBT Property except as authorized for Client's business purposes; (e) reverse engineer, decompile, disassemble, or attempt to derive source code from any OBT Property; or (f) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any OBT Property.

6. Client will comply fully with all relevant export laws and regulations of the United States to assure that neither the OBT, nor any direct product thereof, are exported, directly or indirectly, in violation of United States law.

Upon the termination of the services related to these TOS: (a) if Client seeks to continue to use the OBT, CTM will release the OBT back to OBT Owner which OBT Owner can then assign either back to Client directly or to Client's new travel management company (only applies if a third-party OBT and not Lightning); or (b) if Client seeks to discontinue use of the OBT, Client will discontinue any further use of and, subject to Client's recordkeeping obligations and applicable public records requirements, will destroy or return to OBT Owner all copies of the OBT and its related documentation within agreed upon timeframes.

7.1 Contractor represents and warrants that it is obligated under its agreements with third party OBT Owners that such owners must be named as third-party beneficiaries for purposes of this section. OBT Owners named in Section 1 of this Exhibit D-1, who are not Contractor, are each a third party beneficiary of the provisions of this Section 7 of this Exhibit D-1 to this Master Agreement. Third party beneficiary rights and obligations are subject to the terms and conditions of this Master Agreement, and Contractor shall ensure that Lead State, Participating States/Entities and Purchasing Entity receive the benefit of the bargain under this Master Agreement as to any claims made by such third party beneficiaries.