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MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 25071400000000000021	
COMMODITY/SERVICE DESCRIPTION: Passenger Vehicle and Box Truck Rental	
START DATE: 9/15/2025	END DATE: 8/1/2026, or earlier if the Master Agreement is sooner terminated or expires

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: EAN Services, LLC		
ADDRESS: 600 Corporate Park Dr.		
CITY: Saint Louis	STATE: MO	ZIP CODE: 63366
PROVIDER'S VENDOR CUSTOMER #: VC0000184140		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

DocuSigned by:
Michelle Fournier
066BBD06EE6347F...

Michelle Fournier, Procurement Planning Manager

Date 9/16/2025

Provider Representative:

Signed by:
Matthew Morrison
1CB96C02984C4E0...

Matthew Morrison, VP and Assistant General Counsel

Date 9/15/2025

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

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DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANAGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Justin Franzose	
EMAIL: justin.franzose@maine.gov	TELEPHONE: 207-624-7337

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Elizabeth Betz	
EMAIL: elizabeth.e.betz@em.com	TELEPHONE: 781-752-8395

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: NASPO ValuePoint RFP S-10700-00011242

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TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
☒	RIDER A – Specifications and User Information
☒	RIDER B – Participating Addendum
☒	RIDER C – Exceptions
☒	RIDER D – NASPO ValuePoint Master Agreement PO-10700-00050035
☒	RIDER E – NASPO ValuePoint Contracted Pricing/Rates
☒	RIDER G – Debarment, Performance, and Non-Collusion Certification

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RIDER A: SPECIFICATIONS AND USER INFORMATION

TABLE OF CONTENTS

I. CONTRACT PERIOD
II. COMMODITY
III. CONTRACTED PRICING/RATES
IV. AUTHORIZED USERS
V. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

Start 9/15/2025 through 8/1/2026

Following the initial term of the contract, the Department, at their discretion, may opt to extend/renew the contract by additional one (1) year extension periods, provided, however, that this contract will automatically terminate upon termination of the Master Agreement, as amended, unless this contract is terminated sooner in accordance with the terms set forth in the Master Agreement or herein. The renewal limit is 7/31/2031**.**

- ☒ Initial Term
- ☐ First Renewal
- ☐ Second Renewal
- ☐ Third Renewal
- ☐ Fourth Renewal
- ☐ Fifth Renewal

II. COMMODITY: Passenger Vehicle and Box Truck Rentals

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

III. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- ☐ Are NOT permitted to utilize this MA.
- ☒ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

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IV. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

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RIDER B: PARTICIPATING ADDENDUM

Participating Addendum

Participating Addendum Number MA 18P 25071400000000000021
for
Passenger Vehicle and Box Truck Rental
between
State of Maine
and
EAN Services, LLC

This Participating Addendum is entered into by State of Maine ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

Enterprise Services, LLC ("Contractor")
600 Corporate Park Drive
St. Louis, MO 63105

I. Participating State shall participate in:

- **a. Passenger Vehicle Rental Only** ☐
- **b. Box Truck Rental Only** ☐
- **c. Both Passenger Vehicle and Box Trucks** ☒

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
Ryan Benhoff
Sales Director
Ryan.j.benhoff@em.com
314-928-3079

Participating Entity's contact for this Participating Addendum is:
Justin Franzose
Procurement Analyst II
Justin.franzose@maine.gov
207-624-7337

III. TERM. This Participating Addendum is effective as of the date of the last signature below or 8/7/2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth in the Master Agreement or herein.

IV. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. GOVERNING LAW. The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VI. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to

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Contractor and Participating Entity and Purchasing Entities.

a. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. REQUEST FOR SERVICES. Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. Contractor shall provide Participating Entity with report as stated in Section 5.3 of the Master Agreement. Contractor shall provide calendar quarterly reporting no later than 60 days following the end of each quarter.

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity must identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to reasonably comply with the requirements set forth therein.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: State of Maine General Terms and Conditions for Goods and/or Services under Master Agreements (MAs)

XI. NOTICE. Any notice required herein shall be sent to the following:

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For Contractor:
Ryan Benhoff
Sales Director
Ryan.j.benhoff@em.com
314-928-3079
For Participating Entity:
Justin Franzose
Procurement Analyst II
Justin.franzose@maine.gov
207-615-2481

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XIII. LIABILITY PROTECTION FOR BOX TRUCK. For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of $1,000,000, upon the terms and subject to the limitations set forth in the Master Agreement and herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

PARTICIPATING ENTITY:

Docusigned by:
Michelle Fournier
066BBD96EE5347F...

Signature

Michelle Fournier

Printed Name

Procurement Planning Manager

Title

9/16/2025

Date

CONTRACTOR:

Signed by:
Matthew Morrison
1CB96C02984C4E0...

Signature

Matthew Morrison

Printed Name

Assistant Secretary

Title

9/15/2025

Date

Attachment A

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:

a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
d. The term "OSPS" shall refer to the State of Maine Office of State Procurement Services.
e. The term "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
f. The term "Contract" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

2. **WARRANTY. The Provider warrants the following:**

a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

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5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.

6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.

8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.

9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
b. If Provider fails to deliver specified materials or services, or
c. If Provider fails to perform any of the provisions of this Agreement, or
d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

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12. **GOVERNMENTAL REQUIREMENTS**. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

13. **GOVERNING LAW**. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. **DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

15. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

16. **STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. **MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. **ORDER OF PRECEDENCE**. In the event of a conflict between the documents comprising this

Agreement, the Order of Precedence shall be:

a. Exceptions - If applicable
b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
c. Scope of Work - If applicable
d. Vender Agreement - Included at Department's Discretion
e. Other - Included at Department's Discretion

20. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

a. is not a foreign adversary business entity, https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §2021 (3); and
b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §2030-B.

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or $250,000, whichever is greater, Title 5 MRSA §2030-A.

21. **TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

2. **WARRANTY. The Provider warrants the following:**

a. That all goods and services to be ~~supplied~~ performed by it under this Contract are fit and sufficient for the purpose intended, and

b. That all ~~goods and~~ services covered by this Contract will conform to the specifications, ~~drawing samples, symbols~~ or other description specified by OSPS, ~~and~~

c. ~~That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and~~

d. ~~That all workmanship, materials, and articles to be provided are of the best grade and quality, and~~

e. ~~That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest~~

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. ~~The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder.~~ OSPS shall give written notice of observed defects with reasonable promptness.

4. **PACKING AND SHIPMENT**. IS STRUCK IN FULL.

5. **DELIVERY.** ~~Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule.~~ Neither party shall be liable for excess costs of ~~deliveries or~~ defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that performance will be delayed ~~the deliveries will not be made as scheduled~~, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required ~~delivery~~ performance schedule.

7. **INSPECTION**. ~~All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation~~

~~charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.~~IS STRUCK IN FULL.

8. **INVOICE.** The original and duplicate invoices covering ~~each and every shipment~~ services made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the ~~goods~~ services, and not in the name of OSPS.

9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work ~~and the articles~~ required by the bidding documents or this agreements, or to eliminate all or any portion of such work ~~or articles or to change delivery date hereon~~ without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing ~~of articles~~ the services under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. **TERMINATION.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

a. The Provider fails to ~~make delivery of articles~~, or to perform services within the time or times specified herein, or

b. If Provider fails to deliver specified ~~materials or~~ services, or

c. If Provider fails to perform any of the provisions of this Agreement, or

d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or

e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or

f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

~~In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.~~

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract, except for services performed by Provider prior to State notifying Provider of its inability to make payment. Further, Provider is not obligated to continue performing the services under this Contract upon receipt of such notice from State of its inability to make payment hereunder.

14. **DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of ~~articles provided and installation of such articles~~ the services, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the

interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

16. **STATE HELD HARMESS.** ~~The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department~~ STRUCK IN FULL.

18. **MATERIAL SAFETY**. ~~All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical~~. STRUCK IN FULL.

19. **ORDER OF PRECEDENCE**. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

a. Exceptions
b. ~~General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders~~ Participating Addendum
~~and Master Agreements~~
c. Master Agreement ~~Scope of Work - If applicable~~
d. ~~Vender Agreement - Included at Department's Discretion~~
~~e. Other - Included at Department's Discretion~~

21. **TARIFFS.** ~~Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes~~. STRUCK IN FULL.

22. **ONE-WAY DROP FEE**. The one-way drop fee for Enterprise brand Home City locations (meaning not including Airport locations) in-state one-way rentals (i.e., vehicles picked up and dropped off in Maine) shall be $0.00.

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NASPO VALUEPOINT MASTER AGREEMENT

NASPO ValuePoint Master

Agreement PO-10700-00050035

This NASPO ValuePoint Master Agreement ("Master Agreement" or "MA") is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC, for itself and as agent for rental entities (individually and collectively referred to as "Contractor").

This Master Agreement sets forth the terms and conditions applicable to **Passenger Vehicle Rental and Box Truck Rental** ("Services"); all Purchasing Entities' rentals are subject to the provisions of this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the Services by execution of a Request for Services instrument and/or Rental Contract in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity's Participating Addendum. Each such Request for Services instrument and/or Rental Contract creates a separate Contract between the parties (consisting of the Request for Services instrument and/or Rental Contract together with the terms and conditions of the applicable Participating Addendum and this Master Agreement, as incorporated into the Request for Services and/or Rental Contract) enforceable in accordance with the terms thereof and independent of all other such contracts. The terms and conditions of this Master Agreement shall apply only to Business Use rentals. The opportunity to rent for personal use may be included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity. The opportunity to rent for personal use may be included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity, which will be a percentage off the market rates and CDW and LP will not be included in the rates.

1. Master Agreement; Order of Precedence

1.1. This Master Agreement consists of the following:

1.1.1. This Master Agreement, less its exhibits;
1.1.2. Exhibit 5 – Provisions Required by Federal Law
1.1.3. Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
1.1.4. Descriptions of Services and Rates. including:

- Exhibit 3 –Description of Passenger Vehicle Rental Services and Exhibit 3.1-

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Rates and Passenger Vehicle Types;

- Exhibit 4 - Description of Box Truck Rental Services and Prices and Exhibit 4.1 Box Truck Locations

1.1.5. Exhibit 2 – Sample Participating Addendum;

1.1.6. Exhibit 6 –representative sample of Rental Contract (actual Rental Contract form may vary depending upon location); and

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1.1.7. Any other terms and conditions published by Contractor on or after the Effective Date of this Master Agreement or any other terms presented to an end user in a 'click wrap' or similar end user agreement or any other Contractor document presented as part of the Passenger Vehicle Rental or Box Truck Rental.

1.2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in Section 1.1 above in the order in which they are referenced.

2. Definitions

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

3. Term of the Master Agreement

This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date"). The initial term of this Master Agreement ends August 1, 2026 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement of the Lead State and Contractor and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Initial Term and any additional terms are the "Term". The Term of the Master Agreement, including the Initial Term and all renewal terms will not extend beyond July 31, 2030.

4. Products and Services

Contractor may provide and Purchasing Entity may acquire the Services as described in Exhibit 3 or Exhibit 4.

5. Pricing

Except as provided in this Section, during the Term of the Master Agreement, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit 4.1 (for Box Trucks).

5.1 Price Adjustments

All prices and rates must be guaranteed for the Initial Term of the Master Agreement. Following the Initial Term, any request for price or rate adjustment (a "Request") must be for an equal guarantee period of time and must be made at least 30 Calendar Days prior to the 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 approved by the Lead State. Lead State will review all Requests in good faith and will review all supporting documentation as a whole. Lead State must provide initial feedback on the Request within 30 business days of receipt of the Request and such feedback shall include any request for additional supporting documentation from Contractor.

Lead State will not act in an arbitrary or capricious manner in any rejection of any price or rate increase. No retroactive adjustments to prices or rates will be allowed.

6. Counterparts

This Master Agreement may be executed in several counterparts, electronically or otherwise, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

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7. Representations and Warranties

Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Effective Date and will remain true and correct throughout the entire Term.

8. Governing Law; Jurisdiction and Venue

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

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 and/or Rental Contract placed against the Master Agreement or the effect of a Participating Addendum is in the Purchasing Entity's State.

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 Request for Services of priority):

- the Lead State for claims relating to the Master Agreement or administration if the Lead State is a party; a Participating State if a Participating State is a named party;
- the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

9. Certifications

By signature on this Master Agreement, the undersigned, on behalf of Contractor, hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor, to the best of the undersigned's knowledge,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, as may be applicable to Contactor including, without limitation: i) Those tax laws referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to Products, services, or property, whether tangible or intangible, provided by Contractor; and (iv)

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Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- Contractor is an independent contractor.
- The supplied Contractor tax identification number below is true and accurate.

Authorized Signatures: Contractor:
EAN Services, LLC

Signature and Date: July 1, 2025

Printed Name and Title: Matthew Morrison, Assistant Secretary

Tax ID: (EAN Services LLC) 26-1186485

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

Signature and Date: 07/01/2025

Printed Name and Title: John Anglemier State Procurement Manager

Approved Pursuant to ORS 291.047

Printed Name and Title and Date Approved: Karen J. Johnson, Sr. Assistant Attorney General, June 28, 2025.

Matter: 107090, GF 0182-24

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Exhibit 1

NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

Acceptance means acceptance of Services as set forth in Section 8 of this Master Agreement.

Additional Authorized Driver shall have the meaning set forth in the applicable Rental Contract and for Business Use rentals shall also include the employer and any fellow employee(s) of the Authorized User.

Authorized User means the employee or contractor of Purchasing Entity authorized (for Business Use) to acquire Services, using the Account Number(s) provided by Contractor, under this Master Agreement.

Business Days means Monday through Friday from 8:00 am to 5:00 pm local time, subject to applicable Participating Entity holidays.

Business Use means rentals which are paid for (including through reimbursement), in whole or in part, by Purchasing Entity.

Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) insurance coverage waives the right to make the Authorized User/Participating Entity pay for damages to the Passenger Vehicle or Box Truck, provided such CDW or LDW has not been voided pursuant to the terms of this Master Agreement or the Rental Contract.

Confidential Information means any and all information in any form that is marked as confidential or otherwise identified as confidential and is obtained by a receiving party in connection with this Agreement, including the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.

Contract means any Request for Services or Rental Contract(in a form substantially similar to the representative Rental Contract sample attached hereto as Exhibit 6), or other agreed upon ordering instrument issued by a Purchasing Entity under this Master Agreement, , together with the terms and conditions of this Master Agreement and a Participating Addendum. For clarity, if Purchasing Entity issues a purchase order for Passenger Vehicles or Box Trucks and such purchase order has terms and conditions included, such terms and conditions will be considered null and void, such that, unless otherwise agreed to by Contractor in writing, the only terms and conditions applicable to the purchase and performance of the Services are those terms and conditions contained in this Master Agreement.

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

Contractor Proprietary Information means any information marked or designated in writing by Contractor as “confidential”

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

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Master Agreement (MA) means the underlying agreement executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Contracting Group, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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 the 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 the Lead State.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity- specific language or other requirements (*e.g.*, Contract procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

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 that provides for the issuance of Contracts against the Master Agreement.

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

Passenger Vehicle means a vehicle for rental by Enterprise Rent-A-Car or National Car Rental, pursuant to Exhibit 3.

Personal Accident Insurance or (PAI) covers medical, ambulance, and death benefits to the driver and passengers in the Rental of a Passenger Vehicle or Box Truck.

Purchasing 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 if authorized by a Participating Addendum, that issues a Contract against the Master Agreement and the applicable Participating Addendum and becomes financially committed to the purchase.

Rental Contract means the agreement between Contractor or Rental Entity and an Authorized User for the rental of the Passenger Vehicle or Box Truck, substantially similar to the representative sample of which is attached hereto as Exhibit 6.

Rental Entity means the actual provider of the Passenger Vehicle or Box Truck, which is the Contractor Affiliate operating the facility where the rental originates, as identified in the Contract. Each Rental Entity is an Affiliate of Contractor and is a principal for purposes of this Master Agreement.

Request for Services means a Passenger Vehicle or Box Truck reservation made by an Authorized User, using the applicable account number assigned to the Authorized Users Participating Entity.

Services means the rental of Passenger Vehicles and Box Trucks and all other efforts to be expended by Contractor under this Master Agreement.

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Supplemental Liability Insurance (SLI)or Liability Protection (LP) Provides the Authorized User and Additional Authorized Drivers as applicable with insurance for third-party liability claims (bodily injuries and property) pursuant to the terms of this Master Agreement or the applicable Rental Contract.

Third Party means a third-party service provider is any unaffiliated person, company, or entity that performs services for a company.

Box Truck means a vehicle for rental by Enterprise Truck Rental, pursuant to Exhibit 4.

User Information means all information directly or indirectly obtained from Authorized Users accessing the Services where such information is obtained by Contractor or by any of its employees, representatives, agents, or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.

2. Term of Master Agreement

2.1 Initial Term. The Initial Term of this Master Agreement is set forth in Section 3 of the Master Agreement.

2.2 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 Amendment Term. The Term of the Master Agreement may be amended as set forth in Section 3 of the Master Agreement.

3. Order of Precedence for Participating Addendum and Contracts Issued Under this Master Agreement

3.1 No Rental Contracts may be entered into under this Master Agreement and the NASPO program unless they use the account number (CD number) provided by the Contractor which references this Master Agreement and the applicable PA.

4. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Contract by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum, subject to Section 3.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.

4.4 Scope of Work Updates. At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in this Master

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Agreement.

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4.5 **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. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.6 **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.

4.7 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Entities requesting the right to enter into a Participating Addendum may coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that has the requisite approvals and procurement authority to execute a Participating Addendum.

4.8 **Individual Customers.** Except as may otherwise be agreed to, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the Term 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.

4.10 **No Representations.** Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, 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.

5. NASPO ValuePoint Provisions

5.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 **Administrative Fees for Business Use**

5.2.1 **NASPO ValuePoint Fee.** For Passenger Vehicle and Box Truck rentals, Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or

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0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all

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sales of products and services under the Master Agreement (less any charges for taxes or shipping, and if personal use is allowed in a Participating Addendum, sales for personal use). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on Business Use 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. Contractor shall adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state provided that no such adjustment 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.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Request for Services under this Master Agreement for which Contractor has invoiced the Participating Entity or Purchasing Entity, including sales to employees for personal use if such use is permitted by the applicable Participating Addendum ("Sales Data"). Although reportable, in accordance with Section 5.2.1, the NASPO ValuePoint Administrative Fee will not be charged on sales for personal use. By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Subject to confidentiality restrictions set forth in Section 11.3 (Confidentiality), NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than sixty (60) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Request for Services all information required this Master Agreement or by NASPO ValuePoint, including customer information, Request for Services information, and line-item details. Contractor shall, using the agreed upon fields (Subject to change) or template provided by NASPO ValuePoint, report Detailed

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Sales Data to NASPO ValuePoint for each calendar quarter no later than sixty (60) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in this Master Agreement or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.3.5 Obligation to Act in Good Faith. The parties acknowledge that the terms and pricing of this Master Agreement have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. The parties shall not engage in conduct that undermines the purpose of this Master Agreement and shall act honestly, fairly, in cooperation, and in good faith to achieve the objectives of this Master Agreement.

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

5.4.1 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 contract, 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.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the 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.

5.4.3 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.

5.4.4 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.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This

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eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors

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who meet the requisite needs for a good, service or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry by loading/maintaining a 'read-only' hosted catalog in the NASPO eMarketPlace", per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the (i.e. read-only hosted catalog), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offering from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.6 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.7 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.8 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agree to work in good faith with the entity and NASPO to implement the catalog.

5.5.9 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.10 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the

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onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the

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technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11 Contractor's NASPO Shall minimally be established within thirty (30) days following the written request.

5.5.12 Contractor shall deliver either a (1) hosted catalog or (2) punchout site" to "deliver a 'read-only' hosted catalog, pursuant to the mutually agreed upon enablement schedule.

5.5.13 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.6 **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 the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

6. Pricing and Payment

6.1 **Pricing.** Subject to Section 5.2.2 and Exhibit 3,1 and Exhibit 4.1, Section 1.9, the prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.2 **Payment.** Unless otherwise agreed in a Participating Addendum or Request for Services, Payment after Acceptance will be made within thirty (30) calendar days following the date the entire Request for Services is delivered or the date a correct invoice is received, whichever is later. 45 calendar days after the date of the invoice, the 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 Request for Services, 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.

7. Request for Services or Contract

7.1 **Request for Services Numbers.** Request for Services reservation number also known as confirmation number must be clearly shown on all, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors

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considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the Request for Services of supplies and/or services contemplated by this Master Agreement.

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7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Request for Services or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Request for Services may be placed and a Rental Contract may be entered into consistent with the terms of this Master Agreement and applicable Participating Addendum during the Term of the Master Agreement and the applicable Participating Addendum.

7.5.1 Request for Services must be placed and the rental must be completed pursuant to this Master Agreement prior to the termination date of the Master Agreement.

7.5.2 Notwithstanding the previous provisions, a Request for Services and Rental Contract must also comply with the terms of the applicable Participating Addendum

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, if funds are not available Purchasing Entity will cancel any future Requests for Services.

7.5.4 Contractor shall not honor any Request for Services placed after the expiration, cancellation, or termination of the applicable Participating Addendum, or in any manner inconsistent with this Master Agreement's and the applicable
Participating Addendum's terms.

7.5.5 If a reserved Passenger Vehicle or Box Truck specified a Request for Services accepted by Contractor is not available, Contractor must offer a vehicle upgrade at no increase in cost to the Authorized User.

7.6 **Communication.** All communications concerning administration of Request for Services placed must be furnished solely to the Authorized User.

7.7 **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, Request for Services or Contracts funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery such the provisions set forth in Exhibit 5. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Request for Services placed under this Master Agreement.

8. Inspection and Acceptance

8.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

8.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or Request for Services document, the terms of this Section 8 will apply.

8.3 **Failure to Conform.** If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in

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conformity with contract requirements, at no increase in Contract amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the 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.

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9. Indemnification

9.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, 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 any grossly negligent or intentional act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to a breach of this Master Agreement.

9.2 LIMITION OF LIABILITY FOR INDIRECT AND CONSEQUENTIUAL DAMAGES. CONTRACTOR, RENTAL ENTITY, LEAD STATE, NASPO, NASPO VALUEPOINT, PARTICIPATING ENTITY, AND PURCHAISNG ENTITY SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY LOSS OF REVENUE, PROFITS, OR GOODWILL OR ANY INDIRECT OR CONSEQUENTIAL LOSSES RESULTING FROM BREACH OF THIS MASTER AGREEMENT OR ANY SERVICES PROVIDED THEREUNDER.

10. Insurance

10.1 Term. Contractor shall, during the Term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

10.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. 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. Notwithstanding the foregoing, Contractor shall have the right, at its option, to self-insure any or all of the above risks to the extent permitted by applicable law.

10.3 Coverage. Coverage must be written on an occurrence basis one for each awarded category. Coverage shall be with respect to the acts or omissions of Contractor and any of its employees or agents (but not any renters or permissive operators under a Rental Contract), provided that, notwithstanding the foregoing, Contractor shall have the right, at its option, to self-insure any or all of the following risks to the extent permitted by applicable law. The minimum acceptable limits will be as indicated below:

10.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, 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;

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

10.4 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 (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy.

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10.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the 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.

10.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 10, except when the endorsement is provided to the applicable Participating State or Participating Entity.

10.7 **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 thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) 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.

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

11. General Provisions

11.1 Records Administration and Audit

11.1.1 Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Request for Services placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the 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 or Request for Services placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of three (3) years following termination of this Agreement or final payment for any Request for Services placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

11.1.2 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 Request for Services or underpayment of fees found as a result of the examination of the

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Contractor’s records.

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11.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

11.2 **Confidentiality, Non-Disclosure, and Injunctive Relief**

11.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Service under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's Authorized Users, including:

11.2.1.1 Confidential Information; and

11.2.1.2 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 or agents in the performance of this Master Agreement, 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; and

11.2.1.3 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

11.2.1.4 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; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information;.

11.2.2 **Non-Disclosure.** Contractor shall 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 Request for Services placed and Rental Contract entered into under this Master Agreement. Nothing in this Section 11.2, however, shall be construed to prohibit Contractor from collecting, using, sharing, or disclosing renter data in accordance with the permissible uses outlined in Contractor's privacy policy, which may be accessed at: https://privacy.ehi.com/en-us/home.html (the "Privacy Policy"). Contractor shall provide Lead State notice of changes to the Privacy Policy.

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11.2.2.1 Contractor shall advise each of its employees 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.

11.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the 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, 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.

11.2.2.3 Except as directed by Purchasing Entity, Contractor will 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 turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information except that Contractor may retain renter records in accordance with applicable law and the Privacy Policy.

11.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

11.2.2.5 The following information is not subject to the obligations of non- disclosure, 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, or (5) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

11.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 11.2 would cause irreparable injury to the NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, NASPO ValuePoint, Lead State, Participating Entity/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

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necessary for the protection of the legitimate business interests of NASPO ValuePoint, Lead State, Participating Entity/ Purchasing Entity and are reasonable in scope and content.

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11.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

11.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Request for Services or transaction data relating to Request for Services under this Master Agreement that identify the entity/customer, Request for Services dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

11.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

11.3 **CONTRACTOR'S PROPRIETARY INFORMATION**. NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this Master Agreement or Participating Addendum and applicable state and federal law. Contractor acknowledges and agrees that any obligation of NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity to maintain the confidentiality of Contractor's proprietary information is conditioned by and subject to NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity's obligations under public records laws.

11.3.1 Contractor proprietary information is any information marked or designated in writing by Contractor as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within 10 (ten) Calendar Days of disclosure.

11.3.2 NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity may disclose Contractor proprietary information as reasonably necessary to its third party Quality Assurance contractor, and to State and federal oversight authorities to make required reports, to comply with requests for information, or to comply with an audit.

11.3.3 NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity may disclose and provide copies of Contractor proprietary information to the extent disclosure is required by Participating Entity's public records laws. If Participating Entity/Purchasing Entity receives from a third party any request for the disclosure of Contractor proprietary information, Participating Entity/Purchasing Entity will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while Participating Entity/Purchasing Entity is not required to actively assist Contractor in opposing disclosure of proprietary information, NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity will cooperate in good faith to the extent

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reasonably practicable with Contractor's efforts to protect its proprietary information.

11.3.4 The confidentiality obligations imposed by this Section 11.3 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Master Agreement without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity is required to disclose Contractor proprietary information under clause (v), NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.

11.3.5 **Injunctive Relief.** NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity acknowledge that NASPO ValuePoint, Lead State or Participating Entity/Purchasing Entity breach of Section 11.3 would cause irreparable injury to the Contractor that cannot be inadequately compensated in monetary damages. Accordingly, Contractor 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. NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

11.4 **Assignment/Subcontracts**

11.4.1 Except to a Rental Entity, 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 the Lead State.

11.4.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

11.5 **Changes in Contractor Representation.** Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and

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evaluated in the Contractor's proposal.

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11.6 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Request for Services.

11.7 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, either a Participating Entity or Contractor may cancel its Participating Addendum upon thirty (30) 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 will not affect the rights and obligations attending Request for Services and/or Rental Contract outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Services performed and accepted, rights attending any warranty or default in performance in association with any Request for Services, and requirements for records administration and audit.

11.8 **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by an event beyond that party's reasonable control, provided however Purchasing Entity shall pay for services completed as soon as payment may be possible. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

11.9 **Defaults and Remedies**

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

11.9.1.1 Nonperformance of contractual requirements;

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

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

11.9.1.4 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 thirty (30) calendar days after the institution or occurrence thereof; or

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

11.9.2 Upon the occurrence of an event of default by Contractor under this Master Agreement, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately

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terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to

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preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, to the extent provided for under this Master Agreement.

11.9.3 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 shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

11.9.3.1 Any remedy provided by law;

11.9.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

11.9.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

11.9.3.4 Suspension of Contractor's performance; and

11.9.3.5 Withholding of payment until the default is remedied.

11.9.4 Unless otherwise specified in the Participating Addendum, in the event of a default by Contractor under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Request for Services, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to a Request for Services placed by the Purchasing Entity. Except as otherwise expressly provided herein nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11.9.5 **Purchasing Entity or Participating Entity Breach under a Contract.** Upon the occurrence of an event of breach by the Purchasing Entity or Participating Entity under a Participating Addendum, Contractor shall issue a written notice of default, identifying the nature of the default, and providing a period of sixty
(60) calendar days in which Purchasing Entity or Participating Entity shall have an opportunity to cure the default. If Purchasing Entity or Participating Entity fails to cure the default within the period specified in the written notice of default, Contractor shall have the right to exercise any or all of the following remedies. Except as otherwise expressly provided herein nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to Contractor under the applicable commercial code.

11.9.5.1 Termination of the Participating Addendum or portions thereof;

11.9.5.2 Claim for damages; or

11.9.5.3 Any remedy provided by law.

11.10 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity or Contractor to declare a default or enforce any rights and remedies will

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not operate as a waiver under this Master Agreement, any Participating Addendum, or any Contract. Any

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waiver by the Lead State, Participating Entity, or Purchasing Entity or Contractor must be in writing. Waiver by the 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 Contract, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Contract will 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, any Participating Addendum, or any Contract.

11.11 Debarment. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Request for Services is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

11.12 No Waiver of Sovereign Immunity

11.12.1 In no event will this Master Agreement, any Participating Addendum or any Request for Services or Contract issued thereunder, or any act of the 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.

11.12.2 This section applies to a claim brought against the 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.

11.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 Products or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

11.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Request for Services, the terms of this Master Agreement as they apply to Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Request for Services until the expiration thereof.

11.15 Notice. Except as otherwise expressly provided in this Master Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing to Contractor, DAS SPS or NASPO at the

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address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section.

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11.15.1 Any communication or notice delivered by United States Postal Service, first class mail postage prepaid, will be deemed given five (5) Calendar Days after mailing.

11.15.2 Any communication or notice delivered by email will be deemed given when the recipient responds with a receipt, which may be auto generated. To be effective against Participating Entity, such email transmission must be confirmed by telephone notice to the Participating Entity Authorized Representative.

11.15.3 Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.

11.15.4 Contact Information:

Contractor:

Name: Enterprise Mobility Title:
General Counsel
Address: 600 Corporate Park Drive St.
Louis, MO 63105

Phone: 314-512-5000
Email:

Lead State:

Name: Kaliska King
Title: Procurement Analyst
Address: 1225 Ferry St SE
Salem, Oregon 97301

Phone: 503-798-1907
Email: Kaliska.King@das.oregon.gov

NASPO:

Name:
Title:
Address:

Phone:
Email:

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Exhibit 2

Sample Participating Addendum

Participating Addendum Number
[#######] for
Passenger Vehicle and Box Truck Rental
between
[Participating Entity]
and
EAN Services, LLC

*[Note (delete before execution): Participating Entities that are not states **must** have the prior consent of the Chief Procurement Official of the state in which the Participating Entity is located in Request for Services to execute their own Participating Addendum. Any questions about Participating Addenda or this template may be sent to NASPO ValuePoint at info@naspovaluepoint.org.]*

This Participating Addendum is entered into by [Participating Entity] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

[Contractor] ("Contractor") [Contractor street address] [Contractor city, state, and zip code]

I. Participating State shall participate in:

a. **Passenger Vehicle Rental Only** ☐
b. **Box Truck Rental Only** ☐
c. **Both Passenger Vehicle and Box Trucks** ☐
d. **Personal Use is allowed under this PA as mutually agreed upon with Participating Entity and Contractor.** ☐ **** Remove this line if not allowed by Participating Entity**

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

Participating Entity's contact for this Participating Addendum is:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

III. TERM. This Participating Addendum is effective as of the date of the last signature below or [effective date], whichever is later, and will terminate upon termination of the Master

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Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth in the Master Agreement or herein.

IV. PARTICIPATION AND USAGE. *[Instruction (delete before execution): Participating Entities should ensure that this section properly identifies the entities eligible to use this Participating Addendum as Purchasing Entities. If the Participating Entity is not a state, the following highlighted section should be replaced with "This Participating Addendum may be used only by the Participating Entity."]* This Participating Addendum may be used by all state agencies, institutions

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of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VI. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. **REQUEST FOR SERVICES.** Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** *[Instruction (delete before execution): Insert text here to describe any alternative or additional reporting requirements and any state administrative fee. If not applicable, or if addressed elsewhere in the Participating Addendum, this subsection may be deleted.]*

IX. **FEDERAL FUNDING REQUIREMENTS.** Request for Services funded with federal funds

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may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity must identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to reasonably comply with the requirements set forth therein.

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X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. [Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]
b. [Example Attachment B: Participating Entity Product and Service Exclusions]
c. [Example Attachment C: Participating Entity-specific Pricing]

XI. NOTICE. Any notice required herein shall be sent to the following: For Contractor:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

For Participating Entity:

[Contact name] [Contact title]
[Contact email address]
[Contact phone number]

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

PARTICIPATING ENTITY:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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CONTRACTOR:

_____

Signature

_____

Printed Name

_____

Title

_____

Date

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Exhibit 3

Description of Passenger Vehicle Rental Services

SECTION 1: SERVICE AVAILABLE UNDER THIS MASTER AGREEMENT

1.1 THE FOLLOWING SERVICES ARE AVAILABLE TO PURCHASING ENTITIES IN ALL 50 STATES.

1.2 GENERAL SERVICES AND REQUIREMENTS

1.2.1 Licensing Requirements: Contractor shall secure, maintain, and pay for any federal, state and local licenses required to provide the services referenced is awarded a Master Agreement (MA).

1.2.2 Provide the Participating Entity and Purchasing Entities Passenger Vehicle rental Services from nationwide locations on the terms and conditions if awarded a MA. A Participating Entity or Purchasing Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.

1.2.3 In order for an Authorized User to be eligible to obtain Services from Contractor or Rental Entity, the Authorized User must possess a valid driver's license issued by the state or province in which such person resides, be 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law: and 25 or older for luxury, sport utility, pick-up trucks, minivans, and 12- 15 passenger vans), and meet other normal renter qualifications of the applicable Rental Entity at the applicable renting location. All Authorized Users between the ages of 18 and 20 years of age are restricted to renting the following vehicle classes: Economy, Compact, Midsize/Intermediate, Standard, and Full-Size vehicles. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental. CDW and LP are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If, Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

1.2.4 12- 15 Passenger Vans.

The rental of 12- and 15-passenger van vehicle classes in Connecticut, the District of Columbia, Massachusetts, New York, and Rhode Island, Participating Entity will be required to maintain additional third-party liability insurance coverage in the amount of $2,000,000. Participating Entity shall deliver a

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Certificate of Insurance evidencing such coverage upon execution of the Participation Addendum and as reasonably requested by Contractor from time to time.

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Notwithstanding anything to the contrary, in the event of a direct conflict between the terms of this Master Agreement and the terms and conditions of the insurance related to rental of such vehicles in the applicable states, the law of the originating rental location shall govern the rental of such vehicles with respect to the required insurance coverage.

1.2.5 Youthful Driver Parameters: Purchasing Entity hereby assumes liability for and hereby agrees to indemnify and hold harmless Contractor, its affiliates, their parents, and subsidiary companies from any and all liabilities, losses, damages, penalties, fines, and attorney fees of whatever kind or nature, imposed on, incurred by, or asserted against Contractor, its affiliates, their parents, or subsidiary companies, in any way caused by, relating to, or arising out of the rental of vehicles under this Agreement to individuals between the ages of eighteen (18) and twenty (20) inclusive, including, but not limited to, collision losses, comprehensive losses, and third party liability losses of any kind. If elected as part of this Agreement, CDW and LP will not apply to Purchasing Entity Authorized Users between the ages of eighteen (18) and twenty
(20) inclusive.

Contractor will not assess an additional charge when Purchasing Entity Authorized User or Additional Authorized Driver is between the ages of eighteen (18) and twenty-four (24) inclusive.

1.3 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the MA rates.

1.4 Rental Conditions: The awarded MA creates the rights for rental only agreements and nothing herein contained shall be construed as transferring to Participating State or Participating Entity any ownership right, title, or interest in or to any Passenger Vehicle rented hereunder. Participating Entity is not granted hereby and shall not have any right or option hereunder to purchase any Passenger Vehicle either during the term or on expiration of a Rental Contract. This is not a financing or lease agreement.

1.5 Maintenance and Operating Expenses: Authorized User will be responsible for gasoline and other expenses as required by law. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor. Contractor shall only rent Passenger Vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable

1.6 Vehicle Downtime: If a Passenger Vehicle becomes substantially impaired or unsafe to operate, in Authorized User’s reasonable judgment, while in possession of Authorized User, Contractor shall immediately replace the Passenger Vehicle upon notification by Authorized User, and any charge to the Authorized User shall be pursuant to the Rental Contract. Contractor shall deliver the replacement Passenger Vehicle to a location mutually agreed to by the Authorized User and Contractor. Contractor shall be responsible for all repairs and towing of Passenger Vehicle provided that such repairs or towing are not the result of actions outlined in Section 3.1 Improper use.

1.7 Assignment: Purchasing Entity and Authorized User will not assign a Contract or permit

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anyone other than a properly authorized and licensed Authorized User to operate any rental Passenger Vehicle.

1.8 Accidents: Purchasing Entity shall require the Authorized User to promptly notify the Contractor of all accidents involving any rental Passenger Vehicle Authorized User has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the Passenger Vehicle and such other information as may be known by Authorized User, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any Passenger Vehicle or its operation. Purchasing Entity and Authorized User shall cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.9 Liability for Rental Passenger Vehicle: Contractor shall hold Lead State, Purchasing Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the Passenger Vehicle provided Passenger Vehicle was not used by the Purchasing Entity or Authorized User or Additional Authorized Driver were not in violation of section 3.1.

Contractor shall not charge the State, Purchasing Entity or Authorized User any collision/loss damage waiver fee for a Passenger Vehicle operated in compliance with the terms of the Rental Contract and the Master Agreement. The loss of use fee is based on the number of days from the date the Passenger Vehicle was damaged until the completion of the repairs (industry standard equates 4 hours of repair time to one (1) loss of day use), multiplied by the daily rental rate in the pricing section of this Master Agreement**.** Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Authorized User for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a Passenger Vehicle provided under this Contract, provided Passenger Vehicle was not used by the Purchasing Entity or Authorized User or Additional Authorized Driver in any manner listed in Section 3.1. Notwithstanding above, Authorized User in violation shall not smoke in Contractor's Passenger Vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Authorized User or Authorized User's passengers in the Passenger Vehicle while in Authorized User's possession.

Additionally, in the event Purchasing Entity's account experiences Excessive Losses (as defined below), Contractor may, acting in good faith, terminate eligibility for CDW and LP or increase the Rates, in each case upon thirty (30) days' prior written notice to Purchasing Entity.

"Excessive Losses" shall mean, for any 12 month period, if Contractor's costs for damage and/or third-party liability incurred from Purchasing Entity's Authorized Users are substantially disproportionate to Purchasing Entity's annual spend with Contractor (as determined by Contractor in its reasonable discretion).

1.9.1 Liability Protection for Passenger Vehicle: Contractor shall provide liability protection with each Passenger Vehicle rental transaction at no additional cost to Purchasing Entity for a Passenger Vehicle operated in compliance with the terms of the Contract. This liability protection shall extend third party liability protection to Purchasing Entity and Authorized User in a combined single limit amount per occurrence of not less than $1,000,000 per accident for bodily injury, death, or property damage

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to others arising out of the use or operation of the Passenger Vehicle.

1.9.2 Property in the Passenger Vehicle: Contractor is not responsible for loss of or damage to any Participating Entity or Authorized User's personal property in or on the Passenger Vehicle, in any service vehicle, on Contractors premises, or received or handled by Contractor.

1.10 Reservations: Contractor shall use commercially reasonable efforts to accept reservations made at least two (2) Business Days in advance on local rentals and 7 calendar days in advance on one-way rentals, mini-vans, large SUV's and 12 passenger vans. Reservations may be made by Participating Entity or Authorized User, contracted travel agencies or common carriers. Subject to the first sentence of this Section 1.10, reservations shall guarantee Passenger Vehicle availability including automatic, no-added -cost substitution. Reserved Passenger Vehicle will be held for 3 hours after the Authorized User's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Authorized User will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating Passenger Vehicle cancellation or delayed pickup, however, in no situation (except bulk rentals) shall the State, Participating Entity or Authorized User be liable for payment of "no shows". Authorized User and Purchasing Entity's will cancel reservations in the same manner they were made when possible.

1.10.1 Reservation Systems/Options: Contractor shall maintain an internet reservation system where Authorized User can access the rates if awarded a MA. Contractor shall make available contracted rates under an MA if awarded on all major Global Distribution Systems (GDS). Contactor shall maintain a toll free 24 hour 365 days a year reservation phone number where Contractor's agents have access to the rates if awarded an MA. This telephone number must be available by a toll-free line. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the MA rates and terms and conditions contained in this MA.

1.10.2 Short Notice Reservations: Contractor shall not charge additional fees for short reservations.

1.11 Vehicle Demand: Contractor shall use commercially reasonable efforts to attempt to meet 100% percent of Purchasing Entity or Authorized User requests and shall use commercially reasonable efforts to meet 100% of confirmed reservations when **two (2) Business Days'** notice is given. However, at times, market conditions may exist where rental volume for Passenger Vehicles exceeds the supply at a given location due to conditions beyond the control of the Contractor. In this case, the Contractor will make commercially reasonable efforts to locate additional fleet inventory to support the needs of the Purchasing Entity or Authorized User. If a reserved Passenger Vehicle is not available at the time of pickup by the Authorized User, Contractor shall substitute a Passenger Vehicle of similar or greater quality at no additional cost. Contractor must use good faith efforts to have service available to accommodate 95% of estimated total aggregate volume for the Participating States if awarded an MA.

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1.12 Vehicle Pick Up/ Return: Contractor must ensure this process is expedited and easy for the Authorized User. At airport locations with counters, Contractor personnel will use commercially reasonable efforts to be available during terminal hours of operation to meet incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractor's shuttle is required. Where managed directly by Contractor personnel, Contract shall use commercially reasonable efforts to ensure a shuttle service pickup is be available within 15 minutes of Authorized User's notification to Contractor. Where managed directly by Contractor personnel, Contract shall use commercially reasonable efforts to ensure Passenger Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor.

Authorized User must sign Contractor's Rental Contract, substantially similar to the representative sample of which is attached to the Master Agreement as Exhibit 6. Area maps if available will be provided free of charge upon request. Passenger Vehicle will be furnished with gas pursuant to Section 3.2. Contractor will also provide the Authorized User with accident, repair, and Passenger Vehicle return instructions and, upon return of the Passenger Vehicle to off airport locations, transport Authorized User to the airport terminal. Contractor shall provide to Authorized User a completed copy of the Rental Contract showing total charges to be billed for the rental.

1.12.1 Preferred Customer Lane: Contractor shall provide a specific preferred customer or loyalty program to Authorized Users who elect to participate and who's Authorized Users Purchasing Entity, policies allow such participation.

1.13 Contractor Rental Sites not at Airports: Contractor shall ensure all Contractor locations MA prices and terms and conditions are available and that there is 100% percent MA adherence. Contractor shall provide seamless service and full compliance with the terms and conditions is awarded an MA at all Contractor locations.

1.14 Airport and Branch Locations: Contractor shall have rental branches at airport locations at the 2022 top 50 commercial airline airports as shown at: https://www.bts.gov/topics/airlines-and- airports/airport-rankings-2022

Locations must be well-lighted, clean, properly maintained and clearly identified as the Contractors Passenger Vehicle rental counter.

1.15 Rate Structure

1.15.1 Round Trip Rentals: Contractor shall charge only the MA rates for rental of Passenger Vehicle at each branch location. Rate includes all charges for reservations, shuttle service, and collision/loss damage waiver insurance.

Rates under the MA, are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; they do not include fuel for re-fueling, CDW or LP or features purchased by Authorized User, applicable taxes, fees and surcharges (including, but not

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limited to, licensing fees, airport concession fees, city surcharges or city differential fees applicable in certain cities, and legislative or mandated taxes or fees), bond issues imposed by government bodies and similar charges controlled by third party(ies), and other additional charges for drop-off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize those charges as separate line items on the Rental Contract and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

For rentals within the United States and Canada, when an Authorized User rents a Passenger Vehicle on a 24-hour billing cycle and returns the Passenger Vehicle within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Passenger Vehicle is returned thirty (30) minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Passenger Vehicle is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the Passenger Vehicle are the Authorized User's responsibility.

1.15.2 One Way Rentals: In the United States and Puerto Rico, one-way rentals are available at all National brand locations and at Enterprise brand Airport locations, and at Enterprise brand Home-City locations when renting with the applicable Account Number. One-way rentals must be reserved as such in advance of the rental or Purchasing Entity must arrange such one-way rentals with the applicable Rental Entity during the rental period. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Purchasing Entity and Authorized User will incur an additional surcharge.

Airport to Airport One-Ways

National brand Rates for rentals originating and terminating in different rental zones, as determined by Contractor in its sole discretion, which may be changed from time to time, are set forth in the pricing sheet (Exhibit 3.1) as One-Way Daily Rates. If rental is within the same rental zone, Daily Rates charged will be contracted base rates. Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be charged at the rate in the pricing sheet (Exhibit 3.1). In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Purchasing Entity and Authorized User will incur an additional surcharge.

Enterprise brand Airport to Airport Locations only. Compact through Full Size Vehicle Class Rates are set forth as One-Way Daily Rates in the pricing sheet (Exhibit 3.1) Daily Rates include unlimited mileage, plus any applicable Daily Surcharge Amount. For Premium-Large SUV, any additional miles will be charged at the rate in the pricing sheet (Exhibit 3.1).

Off Airport One-Ways

Enterprise brand Non-Airport One-Way Rentals will receive contracted base Rates and are

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subject to applicable drop fees estimated at time of reservation.

1.15.3 Daily Surcharge: Contractor may charge a daily surcharge in addition to the daily rate at the amount and in those markets identified in the rate section.

1.16 Fact-Finding Assistance: Contractor shall assist any investigative unit of the Participating Entity or Authorized User concerning alleged wrongdoing or suspected fraud or abuse by any Authorized User or those entities doing business with Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to Contractor.

1.17 Environmental Awareness:

1.17.1 Hybrid Vehicles

Pricing for hybrid vehicles is located in the Pricing in Exhibit 3.1.

1.17.2 Alternative Fuel Vehicles: Where available and on not less than seven (7) days advance request, Contractor shall use commercially reasonable efforts to provide a class of vehicles known as Alternative Fuel (E85, natural gas or hydrogen) or "hybrid" vehicles. Hybrid vehicles must have a federal MPG rating of at least 25 MPG.

1.18 Bulk Rental Transactions: Requests for bulk rentals (over 5% or more of a Rental Entity's fleet) from the same location will be considered by Contractor on a case-by-case basis and may be subject to cancellation fees, no-show fees, additional charges, and/or surcharges.

1.19 Direct Billing: If Contractor and Participating Entity agree to a direct billing arrangement, Participating Entity will ensure the direct billing code provided by Contractor is only accessible by Authorized Users and is not available to or accessible by the general public. In the event Contractor identifies irregular or suspicious rental activity, Participating Entity shall cooperate with Contractor to investigate and resolve such activity.

If Contractor determines in its reasonable discretion that such activity is attributable to non- Authorized Users, then Contractor shall have the right (but not any obligation) to take such actions as may be reasonably necessary or appropriate to control the activity, including but not limited to cancelling and re-issuing Account Numbers and other direct billing code(s).

Except to the extent of fault on the part of Contractor, Participating Entity shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Authorized User (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, Passenger Vehicle damage and loss, and reimbursement for third party demands, claims and losses, including attorneys' fees) and shall promptly pay Contractor all such amounts upon demand.

1.20 Unpaid Business Use Charges: Unless paid at the time of rental by an Authorized User, Purchasing Entity shall pay and reimburse Contractor for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use

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rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts,

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vehicle damage and loss not covered by any applicable DW, and reimbursement for third party demands, claims and losses not covered by any applicable liability protection, including attorney's fees, collectively "Unpaid Business Use Charges"). Amounts already paid shall be deducted and Purchasing Entity shall pay and reimburse Contractor for all outstanding Unpaid Business Use Charges within thirty days of receipt of invoice. Contractor may, from time to time, and upon notice to Purchasing Entity, offset any amounts that are owed to Contractor or any Rental Entity by Purchasing Entity against amounts owed by Contractor or any Rental Entity to Purchasing Entity.

1.21 Vehicle Classes: This Agreement shall apply to all rentals hereunder; provided, however, that CDW and LP, if included in the Rate, shall not apply for vehicle classes not listed herein or for rentals of exotics and high line vehicles, including, without limitation, vehicles available through the Exotic Car Collection by Enterprise and the National Premium Selection, the makes and models of which may be changed from time to time by the applicable Rental Entity in its sole discretion.

SECTION 2 PASSENGER VEHICLE REQUIREMENTS:

2.1 Non- Smoking Vehicles: Contractor shall make every attempt to provide under this MA, non- smoking vehicles.

2.2 Passenger Vehicles Available: Contractor shall maintain an adequate number of Passenger Vehicles on hand to meet the needs of Participating Entities with advance reservations.

2.3 Required Vehicles and Equipment: Contractor shall only provide Purchasing Entity's and Authorized Users with Passenger Vehicles with fewer than 80,000 miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all-season radial tires (depending on the Rental Entity location). Contractor shall equip and maintain all Passenger Vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

2.4 Passenger Vehicle Pick Up: At time of Passenger Vehicle pickup, Contractor shall ensure the Passenger Vehicle has a full tank of gas at airport locations only and pursuant to Exhibit 3, Section 3.2; proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All Passenger Vehicles should have no body damage or mechanical problems that impedes the safe operation of the Passenger Vehicle.

2.5 Repossessing the Passenger Vehicle: Contractor can repossess the Passenger Vehicle if it is reported to be illegally parked, being used to violate the law or the terms of this Contract, or it is reported by local law enforcement to be abandoned. Contractor can also repossess anytime it discovers that a misrepresentation was made to obtain the Passenger Vehicle. Contractor shall first notify the Authorized User or Purchasing Entity to attempt to resolve any issues in advance of any Contractor action to repossess the Passenger Vehicle.

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SECTION 3 PARTICIPANT RESPONSIBILITIES

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3.1 IMPROPER USE OF PASSENGER VEHICLE:

Purchasing Entity and Authorized User or Additional Authorized Driver agree the Passenger Vehicle will not be used:

a. By a driver who is impaired by or under the influence of narcotics, alcohol, intoxicants, or any drugs, used with or without a prescription.

b. For any illegal purpose or in any illegal, fraudulent, or reckless manner, such as, (i) to store or transport explosives, chemicals, corrosives, medical waste, or any other hazardous materials or pollutants, (ii) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (iii) in areas of civil unrest, including labor strike areas, or (iv) without sufficient levels and types of fuel, coolants, lubricants, and other fluids.

c. By a driver committing a felony, indictable offense, or otherwise engaged in a criminal act.

d. To push or tow another vehicle unless the Passenger Vehicle is equipped for towing and is specified in the Rental Contract and Contractor has provided prior written consent.

e. To push or tow anything in violation of the manufacturer's specifications.

f. To carry passengers or property for hire or for driver training or testing.

g. To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) Purchasing Entity has obtained bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where
the Passenger Vehicle is rented and operated, if different, (ii) upon Contractor's request, Purchasing Entity provides satisfactory evidence of such insurance with Contractor as an additional named insured and loss payee on the policy, and (iii) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.

h. In a test, race, or contest.

i. By an unlicensed driver.

j. By a person other than an Authorized User with the minimum driver requirements.

k. By a person (i) who has given a fictitious name, false address, false or invalid driver's license, or who has misrepresented or withheld material facts from us in connection with the rental, (ii) whose driver's license becomes invalid during the rental period, or (iii) who has obtained the keys without Contractor's permission.

l. Outside of the United States except where such use is specifically authorized by the Contract.

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m. Off paved, graded or maintained roads, driveways, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less, except when the Contractor has agreed to this in writing beforehand. SUV's, cargo vans and pick-up trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained roads and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests).

n. By a driver who allows more passengers to occupy the Passenger Vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.

o. By a driver who does not meet the age requirement set forth in Master Agreement.

p. By a driver or occupant who is smoking.

q. By a driver who obtained the Passenger Vehicle through fraud or misrepresentation.

r. By a driver who intentionally caused the damage to or loss of the Passenger Vehicle.

s. By a person who modifies the Passenger Vehicle or any optional accessories, including by removing any seats from the Passenger Vehicle.

t. In live artillery fire exercises or used in training or tactical maneuvers or in police, military or other law enforcement activities, it is being understood that the Master Agreement is intended for Business Use only.

u. Will not leave the keys in the Passenger Vehicle while unattended. If Passenger Vehicle is stolen, the Authorized User must be able to produce the keys.

v. Not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12^{th}) grade or younger for school related functions.

w. To carry a passenger under the age of 8 unless restrained in a federally-approved child restraint system.

x. By a driver who operates or uses passenger vans with a capacity of 10 or more passengers in the country of Canada.

y. By a driver who uses a passenger plated pick-up truck for any commercial purpose.

z. By a driver or occupant who fills the tank with incorrect fuel.

aa. After the illumination of Passenger Vehicle warning lights by which the continued operation may result in damage.

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bb. In a manner that violates the manufacturer's specifications and guidelines, including by loading it in excess of its Gross Vehicle Weight Rating ("GVWR") as indicated on the driver side door jam or with an improperly or unevenly divided load.

cc. To transfer or assign the Contract or sublease Passenger Vehicle, and any attempt to do so will be null and void.

dd. To test the Passenger Vehicle's technological components or capabilities.

ee. By a driver who takes the Passenger Vehicle into Mexico.

3.2 Fuel Tanks: Authorized User shall return a Passenger Vehicle to the Contractor with the same level of fuel as the Passenger Vehicle had at the time of pick up, unless an alternative fuel arrangement was made at the time of pickup. Authorized Users failure to comply will result in an additional refueling charge.

3.4 Return of the Passenger Vehicle: Authorized User shall return the Passenger Vehicle to the agreed return location as specified on the Rental Contract.

3.5 Citations or Violations: Fines, Expenses, Costs and Administrative Fees: Participating Entity shall pay all fines, penalties and court costs for parking, traffic, toll, and other violations, including storage liens and charges, and any state specific administrative fee pursuant to Exhibit 1, Section 5.2.2.

3.6 Authorized User Reservation: At the time of reservation, Purchasing Entity or Authorized User will provide the Participating Entity account number. At the time of rental, the Authorized User will present a method of payment acceptable to Contractor and a valid driver's license.

3.7 Master Agreement Contractor Choice: Purchasing Entity or Authorized User should contract for Passenger Vehicle rental in the most efficient and cost-effective manner resulting in the best value to the Purchasing Entity. Purchasing Entity and Authorized User are encouraged to use the Contractor offering the lowest price Passenger Vehicle rental choice under the Master Agreement.

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Exhibit 4

Description of Box Truck Rental Services

1.1 SERVICES AVAILABLE UNDER THIS MASTER AGREEMENT

Services are available to Purchasing Entities in all 50 states.

Contractor shall provide to Participating Entity Box Truck rental services and related from nationwide and/or local locations as specified under the terms and conditions in this Master Agreement.

1.2 In order for an Authorized User or Additional Authorized Driver to be eligible to rent from Contractor or Rental Entity, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older, and meet the other normal renter qualifications of the applicable Rental Entity at the applicable renting location. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental.

CDW and LP provisions are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If, Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

1.3 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the Price Schedule, Section 4.

1.4 Rental Conditions

This is a rental only Master Agreement and nothing herein contained may be construed as transferring to Participating Entity any ownership right, title, or interest in or to any Box Truck rented hereunder. Participating Entity is not granted hereby and shall not have any right or option hereunder to purchase any Box Truck either during the term or on expiration of a Rental Contract. This is not a financing agreement or lease.

1.5 Maintenance

Maintenance, corrective repairs and odometer reading. Participating Entity agrees to report an updated Box Truck odometer reading to Rental Entity no less than once every fifteen (15) days. Participating Entity shall make each Box Truck available for purposes of inspection and/or maintenance every thirty (30) days and in any case, promptly upon Contractor request, especially in the event of a manufacturer issued safety recall. If preventative maintenance, routine maintenance and/or warranty repairs are required (not due to fault of the Participating Entity), Contractor will schedule a time at one of its preferred vendors to have the repairs completed at
Contractor's expense and include a replacement Box Truck, if available. If mobile maintenance is requested by Participating Entity and approved by Contractor, Contractor may utilize a mobile services provider for such maintenance or repairs. Mobile maintenance or repairs may be subject

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to incremental costs and expenses in which case Participating Entity shall reimburse Contractor for same in all cases.
In the event Participating Entity does not timely make the Box Truck or odometer reading available pursuant to the foregoing provisions, Participating Entity shall be responsible for the costs and expenses of all such maintenance and corrective repairs as well as any damages arising from Participating Entity's failure or delay. Participating Entity shall cease all operation of a Box Truck in the event (a) difficulties are encountered with the operation or performance with the Box Truck or (b) Contractor notifies Participating Entity that the Box Truck is the subject of a manufacturer recall, non-compliant with DOT regulations or otherwise due for service. If a Box Truck is not safely drivable, Participating Entity shall have the Box Truck towed to a location designated by Contractor. Participating Entity agrees to promptly notify Contractor of any and all breakdowns and/or maintenance needs relating to any Box Truck. Failure to provide such notification may result in repair costs that will be the responsibility of Participating Entity.
Participating Entity agrees to reimburse Contractor for any and all costs related to roadside service, including but not limited to lost keys, lockouts, jump starts, out of fuel and flat tires, with the exception of roadside service resulting from malfunction of a Box Truck not caused by Participating Entity or its drivers.

In the event a Box Truck's ABS light is illuminated, the hub oil, if applicable, must be immediately checked. In order to obtain an accurate reading of the hub oil level, the Box Truck must be on level ground with the wheels pointed straight. If, at any time, including during a daily inspection, it is determined that the hub oil is below the minimum level as indicated on the hubcap window or there appears to be a leak, the Box Truck may not be driven and Participating Entity must have it towed to a repair shop designated by Contractor. In the event a Box Truck is towed pursuant to this section, Contractor agrees to pay for reasonable towing expenses unless the Box Truck is towed for damage that arises from Participating Entity's responsibility, negligence or willful misconduct. Participating Entity agrees to avoid excessive use of the liftgate while the Box Truck is not running and to avoid leaving the dome or box light illuminated causing undue battery drain. If a Box Truck's batteries die or need to be replaced due to any of the foregoing conditions, the repair expense and any related charges shall be the responsibility of Participating Entity. Participating Entity agrees to maintain a minimum of a 1/4 tank of fuel in the fuel tank at all times. If Participating Entity runs out of fuel and the Box Truck must be primed, this expense and related charges shall be the responsibility of Participating Entity.

Daily Inspection and Vehicle Operation. Participating Entity is required to and shall perform a daily inspection of each Box Truck in accordance with DOT and/or local regulatory agencies carrier regulations, including (a) inspecting the Box Truck to identify any damage or potential safety concern, (b) inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation, (c) checking and maintaining all fluid levels, including the hub oil level if applicable (d) checking tires to ensure proper tread depth and tire wear and (e) checking tire pressure and maintaining tire pressure per the manufacturer's recommendations.
Participating Entity agrees that tire failure due to incorrect pressure or damage caused by the driver(s) of the Box Truck will be the responsibility of Participating Entity. Participating Entity will not operate or permit the operation of any Box Truck if there is any concern regarding the safe operation of such Box Truck or maintenance issues which could cause damage to the Box

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Truck. Participating Entity is responsible for any and all liability and damages resulting from operating a Box Truck which should not be operated.

Substitute Vehicle: Contractor reserves the right to provide Participating Entity with a substantially similar truck as a substitute for any Box Truck at any time and any such substitute truck shall become the Box Truck for purposes of this Agreement, and the "Vehicle" for purposes of the applicable Rental Contract.

Authorization: Unless otherwise indicated on the applicable Schedule, Participating Entity hereby authorizes Contractor and/or Rental Entity to "re-write" each Rental Contract on behalf of Participating Entity every 30 days during which a rental period continues and Participating Entity is in possession of a Box Truck, and each re-write shall be deemed a new signature by the applicable by Participating Entity and the applicable Authorized User. Participating Entity and/or Authorized User may revoke this authorization for a particular Box Truck at any time upon notice to Contractor.

1.6 Box Truck Downtime

If a Box Truck becomes substantially impaired or unsafe to operate, in Authorized User's reasonable judgment, while in possession of Authorized User, Contractor shall immediately replace the Box Truck upon notification by Authorized User, at no extra charge so long as the impairment or unsafe condition was not caused, in whole or in part, by the negligence or willful misconduct or intentional act of the Authorized User. Contractor shall deliver the replacement Box Truck to a location mutually agreed to by Authorized User and Contractor. Contractor shall be responsible for all repairs and towing of the disabled Box Truck so long as the repairs or towing are not caused in whole or in part, by the negligence or willful misconduct or intentional act of Authorized User.

1.7 Assignment

Participating Entity and Authorized User will not assign a Contract or permit anyone other than a properly authorized and licensed Authorized User to operate any rental Box Truck.

1.8 Accidents

Participating Entity shall require Authorized User to notify Contractor within 2 business days of all accidents involving any Box Truck Authorized User has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the Box Truck and such other information as may be known by Authorized User and shall promptly advise Contractor of all correspondence, papers, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any Box Truck or its operation. Participating Entity and Authorized User shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.9 Liability for Box Truck

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Contractor shall hold the Lead State, Participating Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the Box Truck provided Participating Entity or Authorized User were not in violation of Exhibit 4 or the Rental Contract, were not otherwise negligent, and the Box Truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1. Contractor shall not charge the Lead State, Participating Entity or Authorized User any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Rental Contract and the Master Agreement. Contractor and Rental Entities specifically waive any right to submit any claim against the Lead State, Participating Entity or Authorized User for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a Box Truck provided under this Master Agreement, provided Box Truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1 and was used in accordance with the Rental Contract and the Master Agreement. Notwithstanding above, Authorized Users shall not smoke in Contractor's Box Truck, and Contractor may reasonably charge Participating Entity for any smoking damages caused by Authorized Users passengers in the Box Truck while in Authorized User's possession. Additionally, in the event Purchasing Entity's account experiences Excessive Losses (as defined in Exhibit 3), Contractor may, acting in good faith, terminate eligibility for CDW and LP or increase the Rates, in each case upon thirty (30) days' prior written notice to Purchasing Entity. Further, in the event Contractor, acting in good faith,
determines Purchasing Entity's historical, direct account with Contractor (prior to becoming a Purchasing Entity under this Master Agreement), had Excessive Losses, Contractor may in its sole discretion not offer CDW and LP to such Purchasing Entity.

1.10 Reservations

Reservations may be made by Participating Entity or Authorized User. Reservations made at least 3 business days in advance, may secure Box Truck availability. Reserved Box Truck will be held for three (3) hours after the Authorized User's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Authorized User will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating Box Truck cancellation or delayed pickup, however, in no situation shall the Lead State, Participating Entity or Authorized User be liable for payment of "no shows". Authorized User and Participating Entity will cancel reservations in the same manner they were made when possible.

1.10.1 Reservation Systems/Options

Contractor shall maintain an internet reservation system where Authorized User can access the rates under this Master Agreement. Contactor shall maintain a toll free 24 hour per day
reservation phone number where Contractor's agents have access to the rates under this Master Agreement. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Master Agreement.

1.11 Short Notice Reservations

Contractor shall not charge additional fees for short-notice reservations.

1.12 Box Truck Pickup/Return

Contractor will make commercially reasonable efforts to expedite the pickup and return of Box

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Trucks. Contractor shall use commercially reasonable efforts to ensure Box Truck pickup be accomplished expeditiously.

Authorized User must sign Contractor's Rental Contract. Contractor will also provide the Authorized User with accident, repair, and Box Truck return instructions. Contractor shall provide to Authorized User a completed copy of the Rental Contract showing total charges to be billed for the rental.

1.13 Master Agreement Adherence

Contractor shall ensure that at all Contractor locations Master Agreement prices and terms and conditions are available and that there is 100 percent Master Agreement adherence.

1.14 Rate Composition

1.14.1 Round Trip Rentals

Contractor shall charge only the rates listed in the Price Schedule (Exhibit 4.2) for rental of Box Trucks at each branch location. Rates include all charges for reservations and collision/loss damage waiver insurance.

Rates under this Master Agreement are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; they are exclusive of fuel for re-fueling, CDW or LP or features purchased by Authorized User, applicable taxes, fees and surcharges (including, but not limited to, licensing fees, airport concession fees, city surcharges or city differential fees applicable in certain cities, and legislative or mandated taxes or fees), bond issues imposed by government bodies and similar charges controlled by third party(ies), and other additional charges for drop- off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize those charges as separate line items on the Rental Contract and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

For rentals within the United States and Canada, when an Authorized User rents a Box Truck on a 24-hour billing cycle and returns the Box Truck within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Box Truck is returned thirty (30) minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Box Truck is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the Box Truck are the Authorized User's responsibility.

1.17 Investigative Assistance

The Contractor shall assist any investigative unit of a Participating Entity concerning alleged wrongdoing or suspected fraud or abuse by any Authorized Users or by Participating Entities doing business with the Contractor. Reciprocal assistance from the Participating Entity with regard to investigations shall be provided to the Contractor.

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1.18 Branch Locations

The branch locations will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the Box Truck Rental Entity with whom the reservation was made.

1.19 Direct Billing If Contractor and Participating Entity agree to a direct billing arrangement, Participating Entity will ensure the direct billing code provided by Contractor is only accessible by Authorized Users and is not available to or accessible by the general public. In the event Contractor identifies irregular or suspicious rental activity, Participating Entity shall cooperate with Contractor to investigate and resolve such activity.

If Contractor determines in its reasonable discretion that such activity is attributable to non- Authorized Users, then Contractor shall have the right (but not any obligation) to take such actions as may be reasonably necessary or appropriate to control the activity, including but not limited to cancelling and re-issuing Account Numbers and other direct billing code(s).

Except to the extent of fault on the part of Contractor, Participating Entity shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Authorized User (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, Box Truck damage and loss, and reimbursement for third party demands, claims and losses, including attorneys' fees) and shall promptly pay Contractor all such amounts upon demand.

1.21 Unpaid Business Use Charges: Unless paid at the time of rental by an Authorized User, Purchasing Entity shall pay and reimburse Contractor for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts, vehicle damage and loss not covered by any applicable DW, and reimbursement for third party demands, claims and losses not covered by any applicable liability protection, including attorney's fees, collectively "Unpaid Business Use Charges"). Amounts already paid shall be deducted and Purchasing Entity shall pay and reimburse Contractor for all outstanding Unpaid Business Use Charges within thirty days of receipt of invoice. Contractor may, from time to time, and upon notice to Purchasing Entity, offset any amounts that are owed to Contractor or any Rental Entity by Purchasing Entity against amounts owed by Contractor or any Rental Entity to Purchasing Entity.

1.23 Bulk Rental: Requests for bulk rentals (over 5% or more of a Rental Entity's fleet) from the same location will be considered by Contractor on a case-by-case basis and may be subject to cancellation fees, no-show fees, additional charges, and/or surcharges.

1.24 Insurance Coverage: Participating Entity agrees at a minimum to obtain and maintain in full force and effect at all times throughout the term of this Agreement the following insurance coverages with respect to the acts or omissions of Participating Entity and /or any of its employees or agents (including drivers) and provide a certificate of insurance evidencing: (a) unless liability protection for accidents arising out of the operation or use of each Box Truck is included in the Base Rental Rate as set forth on the applicable Schedule, commercial vehicle insurance, including bodily injury liability and property damage liability coverages, covering owned, non-owned and hired autos (including Box Trucks rented under this Agreement) and

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insuring Participating Entity's liability for negligence or fault arising out of the use or operation of Box Trucks by its employees or agents (including all drivers) with minimum split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence, or a combined single limit of $300,000 or if greater the minimum amount required by applicable state law; and, where required by law, uninsured and/or underinsured liability coverage, uninsured and/or underinsured property damage coverage and/or personal injury protection in an amount equal to the minimum amount required by applicable state law;

(b) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Box Truck) covering all Box Trucks rented pursuant to this Agreement.

Each insurance policy set forth above shall name Contractor as an additional insured for Participating Entity's contractual obligations under this Agreement and shall include an endorsement stating that such insurance shall not be canceled or modified such that the minimum limits or requisite coverages are no longer in force or non-renewed without thirty (30) days prior written notice to Contractor. Participating Entity hereby acknowledges and agrees that the insurance required to be maintained by it under this section must provide "primary coverage" for the protection of Participating Entity with respect to the acts or omissions of Participating Entity and/or any of its employees or agents (including all drivers) notwithstanding any other coverage carried by Participating Entity or Contractor insuring against similar risks. All insurance shall be written through companies having an A.M. Best's rating of at least A- VII or with such other companies as may reasonably be approved by Contractor. Participating Entity waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance required to be maintained hereunder.

Physical damage coverage shall name Contractor as a loss payee. Notwithstanding anything to the contrary, should Participating Entity be provided Liability Protection in the Base Rental Rate per the applicable Schedule, such Liability Protection shall be primary, subject to its terms and conditions, to any similar liability coverage maintained by Participating Entity.

Contractor shall also provide the following to Purchasing Entity or Authorized User upon Box Truck Rental:

- CDW: For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include CDW with $2,500 retained responsibility per incident per vehicle, upon the terms and subject to the limitations set forth herein.
- LP: Those same rates also include LP for accidents arising out of the operation or use of the rental vehicle with split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence in either case upon the terms and subject to the limitations set forth herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.
- Box Truck rates that include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of $1,000,000 may be

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included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity.

1.26 Signature on File: For any rental in which the Rental Entity delivers possession of a Box Truck to an employee or agent of Participating Entity other than the Authorized User,
Participating Entity agrees as follows: (a) Participating Entity's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Authorized User intended as renter in each applicable part of the Rental Contract;
(c) Participating Entity will be responsible for designating the Authorized User and for procuring a written delivery receipt from such Authorized User; (d) Participating Entity will ensure the Box Truck is utilized for Business Use only and that the Authorized User has a valid driver's license,
(e) Participating Entity shall confirm that the signature of the Authorized User to whom the Box Truck is to be rented conforms with the signature on the Authorized User's valid driver's license presented; and (f) Participating Entity agrees to defend and indemnify each Rental Entity and their Affiliates against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to the tender of the Box Truck to Authorized User's designee and its subsequent use or operation by Authorized User and other drivers, including without limitation any claim based on an allegation of negligent entrustment.

1.27 Decals, Logos, and Similar Items: Participating Entity acknowledges and agrees that it shall have no right to remove any decals or logos placed by Contractor on a Box Truck or to apply any painting, lettering, graphics, decals, logos and/or similar items to a Box Truck without the prior written approval of Contractor. Upon the expiration of a rental,
Participating Entity shall, at its sole expense, replace any graphics, decals, logos and/or similar items removed by Participating Entity from the Box Truck and remove any lettering, graphics, decals, logos and/or similar items applied by Participating Entity to the Box Truck. If a Box Truck is not returned in the required condition, Participating Entity agrees to pay Contractor upon demand, at Contractor's option, the estimated cost to restore such Box Truck to such condition (as determined by Contractor in good faith), or the actual cost of restoration, if the Box Truck is restored. Participating Entity shall not cover any warning or instructive notices on the Box Truck or liftgate.

2. BOX TRUCK REQUIREMENTS

2.1 Contractor shall maintain a sufficient number of Box Trucks on hand to meet the needs of Participating Entity with advance reservations.

2.2 Required Box Trucks/Equipment

Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all Box Trucks to meet all federal, state and local truck safety standards, codes, and ordinances.

2.3 At time of Box Truck pickup, Contractor shall provide to Authorized User a Box Truck with proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All Box Trucks should have no body damage or mechanical problems that impedes the safe

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operation of the Box Truck.

2.4 In inclement winter weather, upon request and for additional cost, Contractor shall use commercially reasonable efforts (primarily dependent on the Rental Entity location) to equip the Box Truck with snow tires as appropriate and furnished with an ice scraper.

2.5 On request from and at no additional cost to Authorized User or Participating Entity, Contractor shall use commercially reasonable efforts to (primarily dependent on the vehicle class) provide with the Box Truck: first aid kits, flares, and fire extinguishers.

2.8 Non-Smoking Box Trucks

All Box Trucks rented under this Master Agreement shall be non-smoking, whereas previous Authorized Users did not smoke tobacco or other products inside the Box Truck.

3 PARTICIPANT RESPONSIBILITIES

3.1 Improper Use of Box Truck

Purchasing Entity and Authorized User or Additional Authorized Driver agree the Passenger Vehicle will not be used:

a) by a driver who is impaired by or under the influence of narcotics, alcohol, intoxicants, or any drugs, used with or without a prescription.

b) for any illegal purpose or in any illegal, fraudulent, or reckless manner, such as, (i) to store or transport explosives, chemicals, corrosives, medical waste, or any other hazardous materials or pollutants, (ii) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (iii) in areas of civil unrest, including labor strike areas, or (iv) without sufficient levels and types of fuel, coolants, lubricants, and other fluids.

c) By a driver committing a felony, indictable offense, or otherwise engaged in a criminal act.

d) To push or tow another vehicle unless the Box Truck is equipped for towing and is specified to do so in the Rental Contract and Contractor has provided prior written consent.

e) To push or tow anything in violation of the manufacturer's specifications.

f) to carry passengers or property for hire or for driver training or testing.

g) To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) Purchasing Entity has obtained bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Box Truck is rented and operated, if different, (ii) upon Contractor's request, Purchasing Entity provides satisfactory evidence of such insurance with Contractor as an additional named insured and loss payee on the policy, and (iii) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.

h) In a test, race or contest.

i) By an unlicensed driver.

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j) By a person other than an Authorized User with the minimum driver requirements.

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k) By a person (i) who has given a fictitious name, false address, false or invalid driver's license, or who has misrepresented or withheld material facts from us in connection with the rental, (ii) whose driver's license becomes invalid during the rental period, or (iii) who has obtained the keys without Contractor's permission.
l) Outside of the United States except where such use is specifically authorized by the Contract.
m) Off paved, graded or maintained roads, driveways, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less, except when the Contractor has agreed to this in writing beforehand.
n) By a driver who allows more passengers to occupy the Box Truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
o) By a driver who does not meet the age requirement set forth in Master Agreement.
p) By a driver or occupant who is smoking.
q) By a driver who obtained the Box Truck through fraud or misrepresentation,
r) By a driver or occupant who fills the tank with incorrect fuel.
s) By a driver who intentionally causes damage to or loss of the Box Truck.
t) By a person who modifies the Box Truck or any optional accessories, including by removing any seats from the Box Truck.
u) In live artillery fire exercises or used in training or tactical maneuvers, or in police, military or other law enforcement activities, it is being understood that the Master Agreement is intended for Business Use only.
v) Will not leave the keys in the Box Truck while unattended. If the Box Truck is stolen, the Participating Entity must be able to produce the keys.
w) To carry a passenger under the age of 8 unless restrained in a federally-approved child restraint system.
x) By a driver who uses a passenger plated pick-up truck for any commercial purpose.
y) After the illumination of Box Truck warning lights by which the continued operation may result in damage.
z) In a manner that violates the manufacturer's specifications and guidelines, including by loading it in excess of its Gross Vehicle Weight Rating ("GVWR") as indicated on the driver side door jam or with an improperly or unevenly divided load.
aa) To transfer or assign the Contract or sublease Box Truck, and any attempt to do so will be null and void.
bb) To test the Box Truck's technological components or capabilities.
cc) By a driver who takes the Box Truck into Mexico.

3.2 Fuel Tanks

Participating Entity shall return a Box Truck to the Contractor with the same level of fuel the Box Truck had at the time of pick up, unless an alternative fuel arrangement was made at the time of pick up. Authorized User's failure to comply will result in an additional charge for refueling.

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Exhibit 5

Provisions Required by Federal Law

Contractor shall comply with all applicable federal law, regulations and executive order, as indicated, and shall cause all applicable subcontractors to comply with all federal law, regulations and executive order including the following. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

1. **Equal Employment Opportunity.** If this Master Agreement, including amendments, is for more than
$10,000, then Contractor shall comply with all applicable Federal anti-discrimination laws ; and certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

2. **Clean Air Regulations. Contractor agrees:**
   a. It will not use any facilities listed on the US EPA list of Violating Facilities";
   b. It will report the use of facilities place on the or likely to be placed on the US EPA "list of Violating Facilities".
   c. It will report violations of use of prohibited facilities to FTA; and
   d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251-1387)
   e. It will include the substance of this clause in all agreements or subcontracts in excess of $150,000 with subcontractors at every tier, including this requirement to flow down the clause.

3. **Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **EPA Regulations.** Contractor shall comply with all applicable standards, Request for Services, or requirements under Executive Request for Services 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

5. **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)

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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 Parts 247-253.

6. **Recycled Materials.** To the extent reasonably practicable, Contractor shall use products containing recovered materials that are EPA-designated items in it performance of this Agreement unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

7. **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. 94163).

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8. **Byrd Anti-Lobbying Amendment; Truth in Lobbying.** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

8.1. 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.

8.2. 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, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

8.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

9. **Substance Abuse Prevention and Treatment and Drug Free Workplace.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might

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undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

9.1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
9.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
9.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
9.4. 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.

Contractor certifies that will provide drug-free workplaces for their employees.

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10. **Access to Records; Audits.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. Audits and inspections are limited to twice per year, after providing 10 days' prior written to Contractor.

11. **Debarment and Suspension**. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §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 C.F.R. §180.940 or disqualified as defined in 2 C.F.R.
§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:

11.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.2. Contractor has not within a three-year period preceding the Effective Date of this Contract 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;

11.3. 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, 16.2 of this certification; and

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11.4. Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

12. **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.

13. **Pro-Children Act.** Contractor shall comply and cause all subcontractors to comply with the Pro- Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

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14. **Federal Tax Information.** Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C.
§552a et. seq. related to federal tax information.

15. **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 U.S.C. section 175-175c.

16. **Rehabilitation Act of 1973.** Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

17. **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 U.S.C. section 7104.

18. **Age Discrimination Act.** Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

19. **Use of Logos.** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

20. **False Statements.** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

21. **General Provisions.** The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

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Amendment No. 1 to Master Agreement PO-10700-00050035

This is Amendment No. 1 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all

approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is to:

1. Modify Exhibit 3, Section 3.1 IMPROPER USE OF PASSENGER VEHICLE.
2. Modify Exhibit 4, Section 3.1 IMPROPER USE OF BOX TRUCK.

AMENDMENT

The Master Agreement is amended as follows:

1. Exhibit 3, Section 3.1 IMPROPER USE OF PASSENGER VEHICLE is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

   t) In a live artillery fire exercises, or used in training or tactical maneuvers, or in police**, military,** or other law enforcement activities, it is being understood that the Master Agreement is intended for business ~~travel~~ **Use** only. **Usage beyond Business Use may be permitted on a case-by-case basis upon express written consent by Contractor in advance of renting. Participating Entity must contact the assigned Enterprise Business Rental Account Manager to obtain approval.**

2. Exhibit 4, Section 3.1 IMPROPER USE OF BOX TRUCK, is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by strikethrough):

   u) In live artillery fire exercises or used in training or tactical maneuvers, or in police, military or other law enforcement activities, it is being understood that the Master Agreement is intended for Business Use only. **Usage beyond Business Use may be permitted on a case-by-case basis upon express written consent by Contractor in advance of renting. Participating Entity must contact the assigned Enterprise Business Rental Account Manager to obtain approval.**

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Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

a. The number set forth in the contract is Contractor correct taxpayer identification number;

b. Contractor is not subject to backup withholding because:
   i. Contractor is exempt from backup withholding;
   ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
   iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
   i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
   ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
   iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
   iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures:

STATE OF OREGON, acting by and through its Department of Administrative Services, State Procurement Services

By: _____

Title: Matthew Morrison, Assistant Secretary

Date: August 4, 2025

By: John Anglemier

Title: State Procurement Manager

Date: 08/04/2025

Approved pursuant to ORS 291.047

Tax ID: 43-0724835 (Enterprise Holdings, Inc. with EAN Services, LLC as a disregarded entity)

By: Karen Johnson
Assistant Attorney General

Date: August 1, 2025 via email

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RIDER E: NASPO VALUEPOINT CONTRACTED RATES/PRICING

Link to master agreement contract rates/pricing:
https://www.naspovaluepoint.org/portfolio/passenger-vehicle-and-box-truck-rentals/ean-services/

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RIDER G: RESPONSIBLE BIDDER CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    iii. *are 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 paragraph (b) of this certification; and*
    iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default*.
c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Matthew Morrison		Title: Assistant Secretary
Authorized Signature: Signed by: Matthew Morrison 1CB96C02984C4E0...		Date: 9/15/2025