

Participating Addendum Number PO-10700-0050035

**for
Passenger Vehicle and Box Truck Rental
between
State of Alabama
and
EAN Services, LLC**

This Participating Addendum is entered into by the State of Alabama (“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”):

EAN Services, LLC (“Contractor”)
600 Corporate Park Drive
Clayton, 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 ☒
- d. Personal Use is allowed under this PA as mutually agreed upon with Participating Entity and Contractor. ☒

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Ryan Benhoff
Ryan.j.benhoff@em.com
314-928-3079

Participating Entity’s contact for this Participating Addendum is:

Kerri Hines
Senior Buyer
Kerri.hines@purchasing.alabama.gov
(334) 242-4610

III. TERM. This Participating Addendum is effective as of the date of the last signature below 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 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. Capitalized terms used but not defined in this Participating Addendum shall have the meanings given in the Master Agreement.

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: Attachment A

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: Participating Entity Additions to Master Agreement Terms and Conditions
- b.** Attachment B: Participating Entity Modifications to Master Agreement Terms and Conditions

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

For Contractor:
 EAN Services, LLC
 Legal Department
 600 Corporate Park Drive
 Clayton, MO 63105

For Participating Entity:

Kerri Hines

Senior Buyer

Kerri.hines@purchasing.alabama.gov

(334) 242-4610

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:

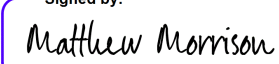
Signature

Printed Name

Title

Date

CONTRACTOR: EAN Services, LLC

Signed by:


Signature AA1829FFBAC9414...

Matthew Morrison

Printed Name

Assistant Secretary

Title

September 30, 2025 | 12:33 PM PDT

Date

Attachment A: Additional Terms and Conditions (State of Alabama)

Mandatory Source:

When products or services are available on a statewide contract (master agreement), agencies under the purview of the State Purchasing Director must use the contract(s), unless such agency obtains the written consent of the Chief Procurement Officer to contract in an alternative manner. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and

will not indemnify the Contractor for any reason. Participating Entity acknowledges and agrees that Participating Entity will (a) not have youthful drivers pursuant to Exhibit 3, Section 1.2.5 (Youthful Driver Parameters) of the Master Agreement and (b) not use Signature on File pursuant to Exhibit 4, Section 1.26 (Signature on File) of the Master Agreement.

Assignment:

Except for Contractor's right to assign to a Rental Entity which State acknowledges, Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Administrative fee:

Awarded bidder(s) are to pay the State an Administrative Fee for all sales paid under this contract. Contractor shall accordingly adjust the Master Agreement pricing to include the Administrative Fee 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. This fee will be 1.0% (0.01) of Contractor's Administrative Fee Components. The term "Administrative Fee Components" is defined as base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by renter, **but specifically excluding**: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period. The fee is to be remitted 60 days following the end of each calendar quarter Contractor will be required to provide a summary report each quarter on the same 60 day timeline. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and Administrative Fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by March 1st
 January, February, March – Due by June 1st
 April, May, June – Due by September 1st
 July, August, September – Due by December 1st

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621. Notwithstanding anything to the contrary, State confirms that it can comply with Exhibit 1 Section 6.2 of the Master Agreement.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the Contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement. Participation is optional for the remainder of the contract term.

Attachment B

Amendments to NASPO Agreement:

- Click Wrap (para. 1.1.7 on p. 2). Except with respect to Rental Contract, Contractor shall endeavor to give us notice of any additional terms or conditions published.
- Ex. 1 Contract Definition (para. 1 on p. 5): Add “and Participating Addendum” to the end of the last sentence in the definition.
- Personal use is allowed. The terms and conditions of the Master Agreement and this PA shall not apply to personal use rentals, which shall be governed solely by the terms and conditions of the applicable Rental Contract.

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-State Home City One-Way Rentals: Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e., vehicles picked up and dropped off in the same state) in the State of Alabama shall be \$75.00.