



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Page 1 of 2

NOTICE OF AWARD

EAN Services, LLC
Ryan Benhoff, Strategic Sales Director
600 Corporate Park Dr.
St. Louis, MO 63105

Contract No. & Description: 975-C1 Vehicle Rental Services
Contract ID No.: 975C1-3370
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award through the expiration of the Base Contract (currently August 1, 2026; with optional renewal terms through January 31, 2030)

The Comptroller of Public Accounts (CPA) accepts the TXMAS Offer Packet of Enterprise Holdings, Inc. (Contractor) and hereby awards Contractor a Cooperative contract (Contract). Contractor's awarded services will be processed through CPA's Statewide Contract Management (SCM).

The Contract consists of the documents stated in Section 2 Contract Documents of the TXMAS Terms and Conditions, and the attached Addendum.

To the extent there are conflicts between the Base Contract (between NASPO ValuePoint PO-10700-00050035 and Contractor, dated July 1, 2025) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control.

Only those assumptions and exceptions specifically noted in the attached Addendum have been accepted by CPA. All other assumptions and exceptions are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. A draft of the advertisement or marketing material must be submitted to SCM for approval at spd.cmo@cpa.texas.gov.

Contractor may accept offline orders, defined as orders placed outside the Texas SmartBuy system. Customers may order services available under this Contract directly from the Contractor when the purchase cannot be placed through Texas SmartBuy. Contractor must report to CPA the prior quarter's offline sales under the Contract. Contractor shall submit reports no later than sixty (60) calendar days following the end of the calendar quarter. The dollar value of a sale is the price paid by the Customer for the services. The Contractor shall report the quarterly dollar value of sales electronically in the format provided by CPA. If no sales occur, the Contractor shall report no sales. The quarterly offline sales report shall be submitted electronically to tcmo.reporting@cpa.texas.gov.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

As a reminder, per NASPO base contract terms, Contractor shall promptly email a PDF copy of this fully executed agreement to NASPO ValuePoint at pa@naspovaluepoint.org.

Texas Comptroller of Public Accounts

DocuSigned by:

Lisa Craven

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Lisa Craven

Deputy Comptroller

10/30/2025 | 2:39 PM CDT

Date:

**ADDENDUM
TO CONTRACT NO. 975-C1
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
EAN SERVICES, LLC**

This Addendum to Contract 975-C1 (“Contract”) is entered into between EAN Services, LLC (“Contractor”) and the Texas Comptroller of Public Accounts, an agency of the State of Texas (collectively referred to as “the parties”).

I. Stipulations

1. To the extent there are conflicts between the Base Contract (between Contractor and 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, dated effective July 1, 2025) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control, including the following stipulations:
 - a. With respect to CPA’s or any Customer’s liability or obligations, the terms of this Contract shall control over the terms of any Rental Agreement.
 - b. Notwithstanding any terms and conditions in the Base Contract providing otherwise, payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
 - c. TXMAS Terms and Conditions Section 13 (Audit Requirements) and Section 15 (Records Retention) control over the Base Contract’s Section 11.1 (Records Administration and Audit).
 - d. TXMAS and Conditions Section 20 (Term and Termination) controls over the Base Contract’s Section 11.7 (Cancellation), and, subject to Section 2(c) (Base Contract Modifications) (modified below), all rights to terminate this Contract are governed by TXMAS Terms and Conditions Section 20.
 - e. TXMAS Terms and Conditions Section 29 (Indemnification) controls over the Base Contract’s Section 9 (Indemnification).
 - f. TXMAS Terms and Conditions Section 43 (Governing Law and Venue) controls with respect to this Contract.
 - g. All disputes shall be governed by TXMAS Terms and Conditions Section 38 (Dispute Resolution), and notwithstanding any terms and conditions in the Base Contract or any Rental Agreement providing otherwise, neither CPA nor any Customers shall be subject to any mandatory arbitration requirement.
 - i. Notwithstanding anything in the Base Contract 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 Texas) in the State of Texas shall be \$75.00.
 - j. 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 Base Contract 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.

2. The parties further agree to amend the TXMAS Terms and Conditions as follows:

a. TXMAS Terms and Conditions Section 1 (Background) is replaced with the following:

Contractor has entered into a contract with a governmental entity, specifically, the NASPO ValuePoint Master Agreement Number PO-10700-00050035 with the State of Oregon, as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, which was awarded using a competitive process (the “Base Contract”). This Contract modifies the Base Contract to comply with state and federal law and incorporates it into CPA’s schedule of cooperative contracts, as authorized by Texas Government Code Chapter 2156, Subchapter D. The purpose of this Contract is to make items and pricing in the Base Contract available to customers authorized to purchase from CPA statewide contracts, including CPA.

This Contract shall include both Passenger Vehicle and Box Trucks. Personal Use is allowed under this Contract at the same rates, except that Damage Waiver (CDW or LDW) and Liability Protection (SLI or LP) are not included.

b. TXMAS Terms and Conditions Section 2(a) (List of Documents and Order of Precedence) is replaced with the following:

(a) List of Documents and Order of Precedence. This Contract consists of: (1) the Notice of Award executed by CPA; (2) this TXMAS Terms and Conditions; (3) TXMAS Offer Packet Application; and (4) the Base Contract. In the event of a conflict between any of these documents, the Notice of Award and these TXMAS Terms and Conditions shall prevail.

c. TXMAS Terms and Conditions Section 2(c) (Base Contract Modifications) is replaced with the following:

2(c) Base Contract Modifications. Modifications of the Base Contract are only effective to the extent they are not in conflict with the Cooperative Contract Terms and Conditions and are authorized by applicable laws, rules, and regulations. CPA reserves the right to reject, within 60 days of receipt of the Contractor’s notice of modification required by Section 3(c), incorporation of the Base Contract’s modification into this Contract. If CPA rejects incorporation of a modification of the Base Contract pursuant to this Section 2(c), Contractor may terminate this Contract by providing 60 days’ advance written notice to CPA.

d. TXMAS Terms and Conditions 3(c) (Interpretation of Base Contract) is replaced with the following:

(c) If the Base Contract is modified or terminated, Contractor shall notify CPA within 60 days. Unless CPA expressly adopts a modification, it will be unenforceable under this Contract.

e. TXMAS Terms and Conditions Section 4(a) (Customers) is replaced with the following:

(a) In this Contract, “Customer” is defined as any entity authorized by law or by CPA to purchase services under this Contract, or an entity that is purchasing or has purchased services under this Contract.

f. TXMAS Terms and Conditions Section 5 (Texas SmartBuy Catalog) is deleted.

5. Texas SmartBuy Catalog

[Deleted]

- g. TXMAS Terms and Conditions Sections 5(b-f) (Purchase Orders) are deleted.

6. Purchase Orders

(b) [Deleted]

(c) [Deleted]

(d) [Deleted]

(e) [Deleted]

(f) [Deleted]

- h. TXMAS Terms and Conditions Section 7(a) (Texas SmartBuy Administrative Fee) is replaced with the following:

Texas SmartBuy Administrative Fee. Contractor shall pay a 1.5% administrative fee to CPA on all rental charges and the following optional products under this Contract: GPS units, satellite radio service, toll device, Personal Accident Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Authorized User, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the re period. If Contractor wishes to recover this fee from Customers, Contractor may charge up to 1.5% more for services under the Contract than it does under the Base Contract.

- i. TXMAS Terms and Conditions Section 7(a)(i) (Texas SmartBuy Administrative Fee) is replaced with the following:

(i) CPA will invoice Contractor the 1.5% administrative fee quarterly, and payment is due within sixty (60) days following the end of each quarter.

- j. TXMAS Terms and Conditions Section 7(a)(iii) (Texas SmartBuy Administrative Fee) is replaced with the following:

(iii) The Texas SmartBuy administrative fee is subject to change at the sole discretion of CPA. CPA will provide Contractor with 120 days' written notice of any change to the Texas SmartBuy administrative fee.

- k. TXMAS Terms and Conditions Section 7(a)(iv) (Texas SmartBuy Administrative Fee) is deleted.

(iv) [Deleted]

- l. TXMAS Terms and Conditions Section 8(a) (New Items) is replaced with the following:

(a) Contractor shall provide vehicles that comply with the requirements of the Base Contract.

- m. TXMAS Terms and Conditions Section 8(c) (Warranty) is deleted.

(c) Warranty.

[Deleted]

- n. TXMAS Terms and Conditions Section 8(d) (Warranty Shipment) is deleted.

(d) Warranty Shipment.

[Deleted]

- o. TXMAS Terms and Conditions Section 8(e) (Risk of Loss) is deleted:

(e) Risk Of Loss.

[Deleted]

- p. TXMAS Terms and Conditions Section 8(m) (Information Technology) is deleted.

(m) Information Technology.

[Deleted]

- q. TXMAS Terms and Conditions Section 8(n) (Intellectual Property) is deleted.

(n) Intellectual Property.

[Deleted]

- r. TXMAS Terms and Conditions Section 9 (Dealers) is deleted.

9. Dealers.

[Deleted]

- s. TXMAS Terms and Conditions Section 11(a) (Invoice Requirements) is replaced with the following:

(a) In order to request payment, Contractor must submit an original invoice to the office designated in the PO as the "Bill To" address. The invoice must include the following:

(i) Name and address of Contractor as designated in this Contract.

(ii) Contractor's Federal Employer Identification Number.

(iii) Contractor's payments address as designated in this Contract.

(iv) The PO number.

(v) A description of what Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services.

(vi) [Deleted]

- t. TXMAS Terms and Conditions Section 11(b) (Invoice Requirements) is deleted.

(b) [Deleted]

- u. TXMAS Terms and Conditions Section 11(d) (Invoice Requirements) is replaced with the following:
 - (d) Customer may, in its reasonable discretion, request additional documentation to support payment. Contractor shall respond to any such requests within five business days of receipt. Customer is required to make payments only upon receipt of a correct invoice, including all required supporting documentation.
- v. TXMAS Terms and Conditions Section 12 (Reporting Requirements (Offline Sales)) is replaced with the following:

12. Reporting Sales

Customers may purchase services available under Contractor's Cooperative contract directly through the Contractor.

Contractor must report to CPA the past quarter's sales of goods and services to Customers under the Contract. Contractor shall submit reports no later than sixty (60) calendar days following the end of the calendar quarter. The dollar value of the sale must be the price paid by the Customer for the services under the Contract. If no sales occur, Contractor must report no sales in a manner prescribed by CPA.

Contractor must submit Quarterly Sales Report electronically to CPA Contract Management at tcmo.reporting@cpa.texas.gov in the format prescribed by CPA. CPA reserves the right to modify contract reporting requirements at its sole discretion to meet the evolving needs of CPA and its Customers. If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, CPA may terminate the Contract pursuant to Section 20 (Term and Termination).

a. Detailed Sales Data. Contractor shall also report detailed sales data by (1) provider name, (2) renting entity, (3) city in which vehicle rented, (4) state in which vehicle rented, (5) vendor rental agreement number, (6) checkout date, (7) check-in date, (8) miles driven, (9) vehicle type reserved, (10) vehicle type driven, (11) vehicle type charged, (12) master agreement rental price, (13) days charged, and (14) total charged renting entity. The report shall be submitted in the format prescribed by CPA to the assigned Contract Manager.

- w. TXMAS Terms and Conditions Section 18 (Insurance) is replaced with the following:

If performing work in a Customer facility, Contractor must provide a certificate that shows it maintains the minimum insurance coverage specified below for the term of this Contract to ensure proper fulfillment of the Contract and its liabilities thereunder. Contractor represents and warrants that all of the required coverage will be obtained from companies that are licensed in the State of Texas, have an "A-" or better rating and a Financial Size Category of VIII or larger from AM Best, and are authorized to provide the coverage. Contractor shall insure all motor vehicles used to fulfill its duties under the Contract. Such insurance shall comply with all statutory requirements of all states in which Contractor performs under this Contract. Contractor shall furnish proof of insurance upon request to a Customer or CPA. If performing work in a Customer facility, the following requirements apply:

- (a) Contractor shall maintain for the term of the Contract the following insurance coverage:

- (i) Worker's Compensation Insurance (if Contractor has employees in the state of Texas).
- (ii) Employer's Liability Insurance with an aggregate policy limit of at least \$1,000,000, including coverage for bodily injury of \$500,000 per accident and disease of \$500,000 per employee.
- (iii) Commercial Automobile Liability Insurance for owned, hired, and non-owned vehicles of at least \$1,000,000 combined single limit for each accident. This coverage may be self-insured.
- (iv) Commercial General Liability Insurance of at least (1) \$2,000,000 per occurrence if the policy is issued for bodily injury and property damage combined, or (2) \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.
- (v) Excess Liability or Umbrella Insurance for all required liability policies (excluding Worker's Compensation Insurance, which is not liability insurance) of at least \$1,000,000 in the aggregate.

(b) All policies of insurance shall include the following provisions:

- (i) The state of Texas and its officers and employees are included as additional insureds on the Commercial Automobile Liability, Commercial General Liability, Umbrella, and Excess Liability policies.
- (ii) Waiver of subrogation in favor of the state of Texas, its officers and employees for bodily injury (including death), property damage or any other loss arising from this Contract or any PO.
- (iii) The Contractor's insurance is primary insurance with respect to the state of Texas and its officers and employees.

(c) Contractor will ensure all subcontractors maintain adequate insurance in types and amounts appropriate for the work to be performed under the Contract.

TXMAS Customers may further add to POs mutually-acceptable insurance provisions that do not conflict with the Contract, as set out in Section 6(b), Customer-Specified Terms and Conditions.

x. TXMAS Terms and Conditions Section 20 (Term and Termination) is replaced with the following:

This Contract shall become effective when it has been signed by all parties. This Contract will expire on the sooner of (1) five years from the effective date, or (2) the expiration of the Base Contract.

y. TXMAS Terms and Conditions Section 20(d) (Non-appropriation of Funds) is replaced with the following:

(i) CPA and Customer Obligations Contingent. All obligations of CPA and Customers are subject to the availability of legislative appropriations and, for Customers expending federal funds, to the availability of the federal funds applicable to this Contract. Contractor acknowledges that the ability of Customers to make payments under this Contract is contingent upon the continued availability of funds. CPA and the Customers will use reasonable efforts to ensure that such funds are available. Notwithstanding the foregoing, CPA and Customers shall be liable for payment obligations incurred prior to the finding of unavailability of legislative appropriations or federal funds.

z. TXMAS Terms and Conditions Section 20(e) (No Liability Upon Termination) is replaced with the following:

(e) No Liability Upon Termination. If this Contract is terminated for any reason, the State of Texas,

CPA, and Customers shall not be liable to Contractor for any damages arising from or related to the termination. The sole and maximum obligation of the State of Texas, CPA, and Customers shall be to pay for services ordered under the Contract, performed in accordance with all requirements of this Contract and delivered and accepted prior to termination. Any provision of the Base Contract that imposes additional liability for the State of Texas, CPA, and Customers, is void and unenforceable under this Contract.

- aa. TXMAS Terms and Conditions Section 24 (Deliveries) is replaced with the following:

If delivery delay is foreseen, Contractor shall give written notice to the Customer. Customer has the right to extend delivery or service date if reasons appear valid. Contractor shall keep Customer advised at all times of the status of the order. Default in promised delivery (without accepted reasons), service date, or failure to meet specifications, authorizes the Customer to purchase services elsewhere and charge the full increase, if any, in cost and handling to Contractor.

- bb. TXMAS Terms and Conditions Section 29(a) (Indemnification; Acts or Omissions) is replaced with the following:

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, CPA, AND CUSTOMERS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES 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 TO THE EXTENT ARISING FROM NEGLIGENT OR INTENTIONAL ACT(S), ERROR(S), OR OMISSION(S) OF CONTRACTOR, ITS EMPLOYEES OR SUBCONTRACTORS OR VOLUNTEERS, AT ANY TIER, RELATING TO THE PERFORMANCE UNDER THIS CONTRACT.

- cc. TXMAS Terms and Conditions Section 30 (Representations and Certifications) is replaced with the following:

Contractor certifies each of the following statements. Contractor further promises to promptly notify CPA if any of these certifications is no longer true.

- dd. TXMAS Terms and Conditions Section 30(e) (Buy Texas Affirmation) is replaced with the following:

Buy Texas Affirmation. To the extent applicable and reasonably practicable, in accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

- ee. TXMAS Terms and Conditions Section 30(i) (Former or Retired CPA Employees) is deleted.

30(i) Former or Retired CPA Employees.

[Deleted]

- ff. TXMAS Terms and Conditions Section 30(j) (Certain Employment for Former State Officer or Employee

Restricted) is replaced with the following:

30(j) Certain Employment for Former State Officer or Employee Restricted.

Certain Employment for Former State Officer or Employee Restricted. Contractor must disclose, to the best of its ability, any of its personnel who are current or former officers or employees of the CPA or who are related, within the third degree by consanguinity as defined by Texas Government Code Section 573.023 or within the second degree by affinity as defined by Texas Government Code Section 573.025, to any current or former officers or employees of the CPA.

- gg. TXMAS Terms and Conditions Section 30(q) (Legal and Regulatory Actions) is replaced with the following:

Legal and Regulatory Actions. Contractor represents and warrants that it is not aware of and has not received notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the TXMAS Offer Packet Application within the five (5) calendar years immediately preceding the submission of the Offer Packet Application that would or could impair Contractor's performance under the Contract.

If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its TXMAS Offer Packet Application a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar services, or otherwise be relevant to CPA's consideration of the TXMAS Offer Packet Application.

In addition, Contractor represents and warrants that it shall notify CPA in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update CPA shall constitute breach of contract and may result in immediate termination of the Contract.

- hh. TXMAS Terms and Conditions Section 30(r) (No Felony Criminal Convictions) is replaced with the following:

No Felony Criminal Convictions. No Felony Criminal Convictions. Contractor represents that it has or will have conducted federal, state and local background checks in accordance with its standard processes for all employees who will be assigned to perform work at any of CPA's or Customers' premises or facilities, which includes an examination of job related criminal convictions, to the extent permitted by law, in all jurisdictions in which the individual has resided in the prior seven (7) years. Contractor agrees that it will not permit any employee to be assigned to perform work at any of CPA's premises or facilities if the individual has any of the following criminal convictions that Contractor determines to be job-related after an individualized assessment by Contractor consistent with Equal Employment Opportunity Commission guidelines and applicable law: (1) crimes involving theft, larceny, fraud, forgery, embezzlement, or malicious property damage; or (2) violent criminal activity against a person or property.

- ii. TXMAS Terms and Conditions Section 32(Compliance with Laws) is replaced with the following:

Contractor shall comply with all laws, regulations, and requirements, applicable to a Contractor

providing services to the State of Texas as these laws, regulations, and requirements, currently exist and as they are amended throughout the term of this Contract.

jj. TXMAS Terms and Conditions Section 33 (Cybersecurity Training) is replaced with the following:

Contractor represents and warrants that it will comply with the applicable requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

kk. TXMAS Terms and Conditions Section 35 (Assignment and Other Organizational Changes) is replaced with the following:

Contractor shall not assign its rights under this Contract without prior written approval from CPA.

Contractor must provide CPA with written notification of all name changes and organizational changes relating to Contractor no later than ten (10) business days following such change.

Contractor, in its notice, shall describe the circumstances of the name change or organizational change, state its new name (if applicable), provide the new Tax Identification Number (if applicable) and describe how the change will impact its ability to perform this Contract. If the change entails personnel changes for personnel performing the responsibilities of this Contract for Contractor, Contractor shall identify the new personnel. CPA may request other information about the change and its impact on this Contract and Contractor shall supply the requested information within five (5) working days of receipt of CPA's request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of Contractor, to maintain its status as a party to this Contract.

ll. TXMAS Terms and Conditions Section 37 (Communication) is replaced with the following:

Unless otherwise specified, Contractor, CPA, and Customers may communicate, send notices, or transmit documents by email to an address associated with Contractor and its staff identified with this Contract, or by mail or messenger to the addresses below. Documents creating material changes to the Contract, such as renewals and/or amendments, and any notices of default or breach, will be sent via email and mail. All other communication will be sent via email.

(a) The mailing address for Contractor is:

Enterprise Mobility
Attn: General Counsel
600 Corporate Park Drive
Saint Louis, MO 63105

(b) The address for CPA is:

For Overnight or Express Mail:
Texas Comptroller of Public Accounts Statewide Procurement Division
Attn: Statewide Contract Management 1711 San Jacinto Blvd.
Room 174-A (CPA mailroom, N.E. Back Door) Austin, TX 78701

For Other U.S. Mail:

Texas Comptroller of Public Accounts Statewide Procurement Division
Attn: Statewide Contract Management
P.O. Box 13186
Austin, TX 78711-3186

Either party may change its mailing address by written notification to the other party.

mm. TXMAS Terms and Conditions Section 40 (Limitation of Liability) is replaced with the following:

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE PARTIES AGREE THAT IN NO EVENT WILL THE STATE OF TEXAS, CPA, OR CUSTOMERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

II. Other Terms and Signatures

- 1. In the event of conflict between this Addendum and any other Contract document, this Addendum controls.
- 2. This Addendum is effective as of the effective date of the Contract as set out in the Notice of Award.
- 3. The undersigned represent and warrant that they are authorized to sign this Addendum on behalf of the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DocuSigned by:

By: E450165D764443C...
Lisa Craven, Deputy Comptroller

Date: 10/30/2025 | 2:39 PM CDT

EAN SERVICES, LLC

Signed by:

AA1829FFBAC9414...
(Signature)

Matthew Morrison
(Name)

Assistant Secretary
(Title)

Date: October 24, 2025 | 10:04 AM PDT