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PARTICIPATING ADDENDUM
to NASPO ValuePoint
Passenger Vehicle and Box Truck Rental
Administered by the State of Oregon
with EAN Services, LLC
Master Agreement No. PO-10700-00050035
And
The State of Colorado
Contract #203361

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between **EAN Services, LLC** (the "Contractor"), and the State of Colorado (the "State"). This Participating Addendum covers participation in the **Passenger Vehicle and Box Truck Rental** Master Agreement led by the State of **Oregon** (the "Master Agreement"), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the State Purchasing Director. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit C Products and Price List** of this agreement.

2. PARTICIPATION

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State's statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

To the extent not modified by this Participating Addendum and all its exhibits, the Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this **PARTICIPATING ADDENDUM.**

4. RESERVED

5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice

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submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary contact shall be ultimately responsible for ensuring that all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:
Nikki Pollack
Colorado State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
nikki.pollack@state.co.us

Primary Contact for the Contractor:
Ashley Clarke
EAN Services, LLC
6828 E. County Line Rd.
Highlands Ranch, CO 80126
240-431-5353
Ashley.A.Clarke@em.com

Each individual identified in this **§5** of the Participating Addendum shall be the primary contact of the designating Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's primary contact at the address set forth above or **(C)** as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A** of this Participating Addendum. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum.

Individual Responsible for Quarterly Volume Report Creation and Submission:
Emma Shelander
EAN Services, LLC
6828 E. County Line Rd.
Highlands Ranch, CO 80126
414-364-4518
Emma.J.Shelander@em.com

6. SUBCONTRACTORS

The Contractor may only use Subcontractors, as defined in **Exhibit A. §4**, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated Contractor website, are approved to provide sales and service support to the State and any

Purchasing Entity in the State. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

7. ORDERS

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under this Participating Addendum shall be deemed to be a sale (and governed by the prices and other terms and conditions) under the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum.

8. ORDER OF PRECEDENCE AND ATTACHED EXHIBITS

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

A. Colorado Special Provisions in **§20** of **Exhibit A**, State Specific Terms

B. The provisions of this Participating Addendum

C. All other sections of **Exhibit A**, State Specific Terms

D. **Exhibit B**, Statement of Work

E. **Exhibit C**, Products and Price List

F. **Exhibit D,** Enterprise Sample Rental Agreement

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A**, **§19** or the main body of this Participating Addendum.

THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM

CONTRACTOR	STATE OF COLORADO
EAN Services, LLC	**Jared Polis, Governor**
By: Matthew Morrison	Department of Personnel and Administration
Title: Assistant Secretary	State Purchasing and Contracts Office
	Tony Gherardini, Executive Director
Signed by: Matthew Morrison 1CB96C02984C4E0...	DocuSigned by: John Chapman EF45AFDEB51E414...
Signature	By: John Chapman, State Purchasing Manager
Date: 1/5/2026	Date: 1/5/2026

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Amanda Carroll 2A9C40DF49BF4D5...

Name: Amanda Carroll

Delegate

Effective Date: 1/7/2026

PARTICIPATING ADDENDUM
EXHIBIT A
STATE SPECIFIC TERMS

1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

2. PURPOSE

The Parties are entering into this Participating Addendum for the Contractor to provide **Passenger Vehicle and Box Truck Rentals** to Purchasing Entities. The Contractor was selected as a result

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of **RFP-S-10700-00011242, Passenger Vehicle and Box Truck Rental**.

3. TERM

A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date and shall be co-terminus with NASPO ValuePoint Master Agreement **PO-10700-00050035**. Unless this Participating Addendum is terminated earlier, as described herein, or the State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will be automatically extended beyond the initial term if the Master Agreement term is extended (See Section 3.B.).

B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

C. Reserved

D. Reserved

E. Early Termination in the Public Interest

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §5 of this Participating Addendum**.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§**Error! Reference source not found..

iii. Payments

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their orders with the Contractor. The sum of any and all payments shall not exceed the maximum amount payable to Contractor under each order.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **“Account Number” or “Corporate Discount Number”** means a unique identifier assigned to a Purchasing Entity that enables access to pre-negotiated rental rates, terms and conditions as specified by the agreement (e.g., XZ12345).

B. **“Additional Authorized Driver”** shall have the meaning set forth in the applicable Rental Agreement and for Business Use rentals shall also include the employer and any fellow employee(s) of the Authorized User or Purchasing Entity.

C. **“Authorized User”** means the employee or contractor (i.e. “Renter”) of Purchasing Entity authorized (for Business Use) to acquire Services, using the Account Number(s) provided by Contractor, under the Master Agreement and this Participating Addendum.

D. **“Box Truck”** means a vehicle for rental by Contractor.

E. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The 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) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

F. “**Business Day**” means Monday through Friday from 8:00am to 5:00pm local time, subject to applicable State of Colorado holidays.

G. **“Business Use”** means rental which are paid for, in whole or in part, by Purchasing Entity, in relation to Authorized User or Additional Authorized Driver’s business needs.

H. **“Ceiling Price”** means the maximum price a Contractor or a Subcontractor may charge for a Service under this Participating Addendum.

I. “**Chief Procurement Officer**” means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

J. **“Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW)”** means insurance coverage whereby Contractor waives the right to make the Authorized User or Participating Entity pay for damages to a rental Passenger Vehicle or Box Truck, provided such CDW or LDW has not been voided due to Authorized User’s improper use of the vehicle.

K. **“Confidential Information”** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, *et seq*., C.R.S. (“CORA”).

L. "**Contract**" means this Participating Addendum, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

M. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.

N. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

O. **"Direct Billing"** shall mean the arrangement whereby Contractor bills a requesting entity for an Order in order to eliminate the requirement of the entity's traveler to pay with his or her own credit card.

P. **"Drop Fee"** means the amount charged for a one-way rental.

Q. **"Environmentally Preferable Products"** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.

R. **"Exhibits**" means the following exhibits attached to this Contract:

- **i.** **Exhibit A**, State Specific Terms
- **ii.** **Exhibit B**, Statement of Work
- **iii.** **Exhibit C**, Products and Price List
- **iv.** **Exhibit D,** Enterprise Sample Rental Agreement

S. **"Extension Term"** means the time period defined in **§3.B.**

T. **"Incident"** means any accidental or deliberate event that results in a legally notifiable event as determined by EAN and constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any Renter Information (defined below) and which could reasonably result in substantial harm to the data subject(s).

U. **"Travel Administrative Fee"** means the fee that is due to the State for the administration of this Participating Addendum, as described in **§7.A**. of this **Exhibit A**.

V. **"Initial Term"** means the time period defined in **§3.A** of this **Exhibit A**.

W. **"Home-City"** means a rental facility that provides vehicle rental services at non-airport sites, typically situated within cities or towns to serve local customers.

X. **"Lead State"** means the State (Oregon) centrally administering the Master Agreement.

Y. **"Liability Protection (LP)"** means the insurance automatically provided to Authorized Users and Additional Authorized Drivers for third-party liability claims (bodily injuries and property) pursuant to the terms of the Participating Addendum, Master Agreement and Rental Agreement.

Z. **"Order"** means a Passenger Vehicle or Box Truck rental reservation made by an Authorized

User either in advance or as a "walk-in," using the applicable Account Number assigned to the Authorized User's Purchasing Entity.

AA. "**Party**" means the State or Contractor, and **"Parties"** means both the State and Contractor.

BB. **"Passenger Vehicle"** means a vehicle for rent by Contractor and their affiliate, National Car Rental.

CC. **"Purchasing Entity"** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.

DD. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

EE. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

FF. **"Rental Agreement"** means the agreement between Contractor or Rental Entity and an Authorizes User for the rental of the Passenger Vehicle or Box Truck.

GG. **"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 Contract.

HH. **"Renter Information"** means information received by Contractor, directly or indirectly, from a renter in connection with vehicle rentals or reservations contemplated by this Participating Addendum.

II. "**Services**" means the services to be performed by Contractor as set forth in this Participating Addendum, and shall include any services to be rendered by Contractor in connection with the Passenger Vehicles and Box Trucks.

JJ. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to

Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; (v) was independently developed without reliance on any State Confidential Information; or (vi) Renter Information.

KK. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.

LL. **"State Fiscal Year"** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

MM. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA. State Records do not include Renter Information.

NN. "**Subcontractor**" means third-parties, if any, engaged by Contractor pursuant to §19.B. to aid in performance of the Work. The term "Subcontractor" includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.

OO. "**Work**" means the Services performed pursuant to this Contract.

Any other term used in this Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit. Identified terms not defined herein shall have the same meaning as set forth in the Master Agreement.

5. ORDER FULFILLMENT

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of Exhibits A, B, C and D, and with any Purchasing Entity's Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

A. Ordering

i. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.

ii. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.

iii. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.

iv. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this

Exhibit A.

v. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.

B. Additional Terms

i. Any additional terms and conditions on any invoice, statement, website, or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Participating Addendum.

ii. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.

6. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

i. Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.

ii. The State shall not pay any amount to Contractor under this Participating Addendum unless the State issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity that is not the State.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State issued that Order. Contractor shall allow 45 days for the State and Purchasing Entities to pay an invoice following the receipt of the invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that State payments made within 45 days are not considered delinquent, and unless otherwise agreed, State Purchasing Entities will pay interest on any unpaid balance beginning on the 45th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability. Contractor shall invoice State Ordering Entities separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§ 24-30-202(24), C.R.S., as amended.)

ii. Payment Disputes

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination of Order

Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the current Purchasing Entity's Fiscal Year. Payment to Contractor beyond the current Purchasing Entity's Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (See Colorado Special Provision). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice, terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services that are delivered and accepted prior to the effective date of notice of termination of Order. A State Purchasing Entity Order termination shall otherwise be treated as if the Order was terminated in the public interest as described in §3. E. of this Exhibit A.

The Purchasing Entity may effect such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with **§5** of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify

Contractor of any anticipated termination.

7. PAYMENTS TO STATE

A. Travel Administrative Fees

i. Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate a Travel Administrative Fee equal to 5% of the Administrative Fee Components during that State Fiscal Year quarter. 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. 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. Contractor shall pay the State the Travel Administrative Fee for each State Fiscal Year quarter within 60 days following the end of that State Fiscal Year quarter.

ii. Contractor shall remit all administrative fees to the State's primary contact identified in §5 of the Participating Addendum and with the payee as "State of Colorado."

8. REPORTING – NOTIFICATION

A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in **§5** of this Participating Addendum within 60 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:

a. The total spent by each type of Purchasing Entity under this Participating Addendum.

b. The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.

c. The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.

d. The total paid through the use of a procurement card or credit card for each

Purchasing Entity under this Participating Addendum.

e. The amount of the total administrative fee due to the State.

f. Any additional summary information as requested by the State.

ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:

a. The name of the Purchasing Entity who the sale was made to.

b. The date of the sale.

c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended price for the item calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list price for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list price.

d. Any other detail information as requested by the State.

B. Additional Operational Reporting

Upon request by the State, the Contractor shall provide operational reporting that includes all detailed and summary transaction, historical or payment information related to the State or any of the Participating Entities as requested by the State. The Contractor shall provide all such additional reports within 60 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

C. Environmentally Preferable Product Reporting

Upon request by the State, the Contractor shall endeavor to provide detailed reporting on environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, that are purchased or made available under this Participating Addendum. The scope and detail of such reports shall be agreed upon by the State and the Contractor. The Contractor shall provide all such additional reports within 60 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

D. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact identified in **§5** of the Participating Addendum .

E. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with **§5** of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds. The State acknowledges that vehicle rental services will be provided hereunder in other states, and Contractor's requirement to provide written notice as set forth above is, therefore, satisfied.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records") performed by the Contractor and any Subcontractors, that are required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Participating Addendum expires or is terminated, **(ii)** final payment under this Participating Addendum is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Participating Addendum using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Participating Addendum or the Work, whether the audit is conducted by Contractor or a third party.

E. Periodic Business Reviews

i. The State may schedule periodic business reviews to review Contractor's performance under this Participating Addendum.

ii. Contractor shall use commercially reasonable efforts to ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.

iii. Contractor's primary contact designated in **§5** of this the Participating Addendum shall be reasonably available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with this Participating Addendum and all applicable laws and regulations. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, and **(ii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation. Contractor shall immediately forward any request or demand for State Records to the State's primary contact as identified in §5 of the Participating Addendum.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Participating Addendum. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements or are subject to confidentiality obligations by policy or otherwise containing nondisclosure provisions at least as protective as those in this Participating Addendum, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential

Information wherever located. Upon the expiration or termination of this Participating Addendum, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will safeguard the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State in the most expedient time possible (not to exceed 48 hours) and without unreasonable delay (allowing Contractor appropriate time, as applicable, to notify law enforcement, conduct an internal investigation and contain the Incident). Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future in accordance with Contractor's security policies.

E. Data Protection and Handling

Contractor shall ensure that all State Records in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Participating Addendum, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Participating Addendum.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Participating Addendum.

12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for goods or Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. All insurance policies required by this Participating Addendum shall be issued by insurance companies qualified to do business in Colorado.

A. Workers' Compensation

Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $2,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. This may be satisfied with self-insurance.

D. Protected Information

Cyber-Liability insurance covering all loss of State Confidential Information, such as PII, PCI, and PHI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Additional Insured

The State shall be included as additional insured on all commercial general liability policies where their interests may appear for liabilities arising in whole or in part by the conduct of the lessee (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

Coverage required of Contractor and each Subcontractor, excluding cyber liability and crime, shall be primary over any insurance or self-insurance program carried by Contractor or the State.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§5** of the Participating Addendum within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Participating Addendum shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor’s insurance coverage required in this Participating Addendum within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following the Effective Date, except that, if Contractor’s subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following Contractor’s execution of the subcontract. Prior to the expiration date of Contractor’s or any Subcontractor’s coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

14. REMEDIES

A. State’s Remedies

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in **§13,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor’s uncured breach, the State may terminate this entire Participating Addendum or any part of this Participating Addendum. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if any.

If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under **§3. E.**

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in **§13** and the dispute resolution process in **§15** shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in §14.A.ii above, all remedies listed here in §14.C and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

ii. Payments and Damages

a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay Contractor for accepted Work received as of the date of termination. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens.

b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.

c. A Purchasing Entity may deny payment to Contractor for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

15. DISPUTE RESOLUTION

A. Order Disputes, Termination and Resolution

i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with **§5** of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.

ii. A Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order. Termination of an Order shall not terminate any other Order or this Participating Addendum.

iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

B. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in **§5** of the Participating Addendum**,** or through a dispute on an Order shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

C. Resolution of Controversies arising under this Participating Addendum

If the initial resolution described in **§15.B**. fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the State Purchasing and Contracts Office as described in in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1

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through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. RESERVED

17. OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the appropriate Purchasing Entity all of Contractor's rights, title, and interest in and to such terminated orders.

18. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, 24-106-103, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

19. GENERAL PROVISIONS

A. Assignment

Except with respect to Renting Entities, Contractor's rights and obligations under this Participating Addendum are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Participating Addendum.

B. Subcontracts

Except with respect to Renting Entities, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Participating Addendum shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Participating Addendum.

C. Binding Effect

Except as otherwise provided in **§19.A.**, all provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Participating Addendum and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Participating Addendum are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Participating Addendum to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Participating Addendum represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating

Addendum, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Participating Addendum to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Participating Addendum.

K. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

L. Survival of Certain Contract Terms

Any provision of this Participating Addendum that imposes an obligation on the Contractor or a Purchasing Entity after termination or expiration of this Participating Addendum shall survive the termination or expiration of this Participating Addendum and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

N. Third Party Beneficiaries

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in **§19.A,** this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to this Participating Addendum, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Participating

Addendum, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Participating Addendum, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Participating Addendum, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Participating Addendum.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including reasonable attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Participating Addendum. Pursuant to all relative State laws, including the Colorado Governmental Immunity Act, C.R.S. 24-10-101 etc. seq., the State hereby acknowledges and represents that responsibility for payment and all other obligations with respect to the rental of vehicles hereunder is the Purchasing Entity's, including, without limitation, third party liabilities for damages and injuries arising out of the improper use or operation of a vehicle rented hereunder.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§10** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees and costs) incurred by the State in relation to any negligent or intentional act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§10**.

iii. Accessibility Indemnification

Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including reasonable attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

i. To the extent applicable to Contractor, Contractor shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office Of Information Technology , pursuant to Section §24-85-103 C.R.S.

ii. The State may require Contractor’s compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. as determined and tested by a qualified third-party mutually selected by the State and Contractor. The State and Contractor will work together on the selection of the third-party, provided neither party will unreasonably withhold approval of an acceptable third-party. Contractor shall be responsible for all costs associated with the third-party vendor’s assessment. If Contractor is not in compliance as determined by the third-party vendor, at the State’s request and at the State’s direction, Contractor shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. Contract is not for a Major Information Technology Project.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and

28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this Contract. Contractor shall **(i)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place

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appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT B - STATEMENT OF WORK

I. PASSENGER VEHICLE RENTAL SERVICES

1. GENERAL SERVICES AND REQUIREMENTS

A. **Licensing Requirements:** Contractor shall secure, maintain, and pay for any federal, state and local licenses required to provide the Services referenced is this Participating Addendum and the Master Agreement.

B. Contractor shall provide the Purchasing Entity with Passenger Vehicle rental Services from nationwide locations.

C. 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 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. Contractor must provide a copy of their Rental Agreement to each Authorized User or Additional Authorized Driver. If no Rental Agreement is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Purchasing Entity shall be deemed to have entered into the Rental Entity's standard Rental Agreement at the time of the rental. CDW and LP are included in the Rental Agreement and any applicable insurance policy. Purchasing Entity may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was for Business Use. If a Purchasing Entity does not confirm rental type or status, any CDW and LP will be voided for such rental. Purchasing Entity is responsible for controlling their Authorized Users and Additional Authorized Drivers, access to/use of Account Number(s) and booking tools.

D. Purchasing Entity acknowledges and agrees that Purchasing 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.

E. Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges, if applicable, and not included in **Exhibit C, Products and Price List**.

F. **Rental Conditions**: This Participating Addendum is a rental-only agreement and nothing contained herein shall be construed as transferring to a Purchasing Entity or Authorized User any ownership right, title, or interest in or to any vehicle rented hereunder. Purchasing Entity and Authorized User shall not have any right or option to purchase any rental vehicle either during the term or on expiration of this Participating Addendum or the Master Agreement.

G. **Maintenance and Operating Expenses:** Authorized User will be responsible for gasoline. 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 laws and regulations.

H. **Passenger Vehicle Downtime**: If a Passenger Vehicle becomes substantially impaired or unsafe to operate, in Authorized User’s judgment, while in possession of Authorized User, Contractor shall immediately replace the Passenger Vehicle upon notification from Authorized User, and any charge to the Authorized User shall be pursuant to the Rental Agreement. Contractor shall deliver the replacement vehicle to a location mutually agreed to by the Authorized User and Contractor. Contractor shall be responsible for all repairs and towing of vehicle, provided that such repairs or towing are not the result of actions outlined under **Section I.3.A.**

I. **Assignment:** Purchasing Entity and Authorized User will not permit anyone other than a licensed Authorized User or Additional Authorized Driver to operate any rental vehicle.

J. **Accidents:** Purchasing Entity shall require the Authorized User to promptly notify the Contractor of all accidents involving any rental 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 vehicle and such other information as may be known by Authorized User, and promptly advise Contractor of all correspondence, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any 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.

K. **Liability for Rental Vehicle:** Contractor shall hold State, Purchasing Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the rental vehicle provided rental vehicle was not used by the Purchasing Entity or Authorized User in any manner listed in **Section I.3.A**. Contractor shall not charge the State, Purchasing Entity or Authorized User any Collision or Loss Damage Waiver fee, or a Liability Protection fee, for a vehicle operated in compliance with the terms of this Participating Addendum and Master Agreement. The loss of use fee is based on the number of days from the date the 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 **Exhibit C, Products and Price List.** 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 rental vehicle provided under this Participating Addendum and the Master Agreement, provided the rental vehicle was not used by the Purchasing Entity or Authorized User in any manner listed in **Section I.3.A**.

Notwithstanding the above, Authorized Users shall not smoke in Contractor's vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Authorized User or Authorized User's passengers in the vehicle while in Authorized User's possession. Smoking damages may include ashes in the car, holes in the upholstery, or a heavy odor in the car. 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. If Contractor elects to exercise this option, then the Purchasing Entity must be notified in writing. "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 greater than ten percent (10%) of Purchasing Entity's annual spend with Contractor (as determined by Contractor in its reasonable discretion).

i. **Liability Protection for Rental Vehicle:** Contractor shall provide Liability Protection with each vehicle rental transaction at no additional cost to Purchasing Entity or Authorized User for a vehicle operated in compliance with the terms of this Participating Addendum and the Master Agreement. 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 to others arising out of the use or operation of the rental vehicle.

ii. **Property in the vehicle:** Contractor is not responsible for loss or damage to any Purchasing Entity or Authorized User's personal property in or on the vehicle, in any service vehicle, or on Contractors premises.

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

i. **Reservation Systems/Options:** Contractor shall maintain an internet reservation system where Authorized Users can access the contract rates. Contractor shall make contracted rates available 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. Contractor shall also accept reservations at branch locations via walk-in or a local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in this Participating Addendum, and the terms and conditions contained in the Master Agreement.

ii. **Short Notice Reservations:** Contractor shall not charge additional fees for reservations made with less than a 24-hour notice.

iii. **Reservations Not Booked Correctly**: If the Authorized User has not booked the vehicle in accordance with this section (i.e. use of the appropriate Account Number), and is in an accident, the Purchasing Entity or Authorized User will be liable for insurance and any fees, charges, or other accident-related charges. Contractor cannot extend the terms and conditions of this Participating Addendum to the Purchasing Entity or an Authorized User after an accident has occurred.

M. **Passenger Vehicle Demand:** Contractor shall use commercially reasonable efforts to attempt to meet 100% percent of Purchasing Entity or Authorized Users 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 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 equal or greater quality at no additional cost.

N. **Passenger Vehicle Pick Up/ Return:**

i. 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, Contractor shall use commercially reasonable efforts to ensure a shuttle service pickup is available within fifteen (15) minutes of Authorized User's notification to Contractor. Where managed directly by Contractor personnel, Contractor shall use commercially reasonable efforts to ensure Passenger Vehicle pickup should routinely be within a total of thirty (30) minutes from initial contact with Contractor.

ii. Authorized User must sign Contractor's Rental Agreement (attached hereto as **Exhibit D – Enterprise Sample Rental Agreement**), however; if any of the terms and conditions in the Rental Agreement, including any modifications thereto, conflict with this Participating Addendum, then this Participating Addendum shall govern and control. . Area maps, if available, will be provided free of charge upon request. Passenger Vehicle will be furnished with gas. 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 Agreement showing total charges to be billed for the rental.

iii. **Preferred Customer Lane:** Contractor shall provide a specific preferred customer or loyalty program to Authorized Users who elect to participate, providing the Purchasing Entity allows such participation.

O. Contractor Rental Sites not at Airports: Contractor shall ensure all rental locations comply with the terms, conditions and pricing of this Participating Addendum, and all terms and conditions in the Master Agreement.

P. Airport and Branch Locations: Contractor shall have rental branches at airport locations at the 2022 top 50 commercial airline airports as shows 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 Contractor's Passenger Vehicle rental counter.

Q. Rate Structure:

i. **Round Trip Rentals:** Contractor shall charge only the rates listed in this Participating Addendum at each branch location. Rates include all charges for reservations, shuttle service, Collision or Loss Damage Waiver insurance, and Liability Protection. Rates are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

The rates listed are base rates; they exclude fuel for re-fueling, optional services or features purchased by Authorized User, local and state sales and federal excise taxes (if applicable), airport concession fees, city surcharges or city differential fees applicable in certain cities, legislative or mandated taxes or fees, and bond issues imposed by government bodies and similar charges controlled by third parties and other additional charges for drop-off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize these charges as separate line items on the rental agreement 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 Agreement), 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 Agreement on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Agreement 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 Agreement, all rental charges incurred through the time Rental Entity checks in the Passenger Vehicle are the Authorized User's responsibility, providing such time does not exceed two (2) hours from the time in which the Rental Entity open for business, or such other time as commercially reasonable under the circumstances.

ii. **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 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 a Daily Surcharge Amount.

iii. **Airport to Airport One-Ways:** National brand rates for rentals originating and terminating in different rental zones, (rental zones are determined by Contractor in its sole discretion, which may be changed from time to time), are set forth in **Exhibit C, Products and Price List**, 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 **Exhibit C**. 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 a Daily Surcharge Amount.

iv. **Enterprise brand Airport to Airport Locations only**: Compact through full size vehicle class rates are set forth as One-Way Daily Rates (for example, airport to airport) in **Exhibit C, Products and Price List**. Daily Rates include unlimited mileage, plus any applicable Daily Surcharge Amount. For premium-large SUV, any additional miles will be charged at the rates in Exhibit **C**.

v. **Off-Airport One-Ways:** Enterprise brand non-airport one-way rentals will incur contracted base rates and are subject to applicable drop fee estimates at time of reservation.

vi. **Daily Surcharge Amount:** Contractor may charge a Daily Surcharge Amount in addition to the daily rate, as outlined in Exhibit **C, Products and Price List**.

R. **Fact-Finding Assistance:** Contractor shall assist any investigation of the Purchasing Entity or Authorized User concerning alleged wrongdoing or suspected fraud or abuse by any Authorized Users doing business with Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to Contractor.

S. **Roadside Assistance:**

i. Contractor shall provide a toll-free roadside assistance number 24 hours a day, 365 days a year. Per the rates listed in **Exhibit C, Products and Price List**, Contractor's Roadside Assistance Department shall assist Authorized User with problems including, but not limited to, accidents, lost keys, flat tires, or a vehicle breakdown. Contractor's Roadside Assistance Department shall work with Authorized Users to ensure the proper solution is found in a timely manner by utilizing all resources available to Contractor.

ii. Contractor shall provide instructions for reporting accidents and any other roadside problems in the Rental Agreement, which shall be provided to the Authorized User at the counter.

iii. If experiencing any operating problems, the Authorized User may choose to return the vehicle to a Contractor branch location at his or her convenience or request a different vehicle to be brought to a specific location as soon as possible.

iv. If Authorized User does not elect to purchase the optional roadside assistance when picking up their rental vehicle, Contractor shall bill the Authorized User or Purchasing Entity accordingly for any roadside assistance rendered, providing such assistance was due not due to negligence on the part of the Contractor.

T. **Alternative Fuel Vehicles:** Where available and upon at least seven (7) days advance request, Contractor shall provide a class of vehicles known as Alternative Fuel (E85, natural gas or hydrogen) or "hybrid" vehicles at designated locations ("green branches"). Hybrid vehicles must have a federal MPG rating of at least 25 MPG.

U. **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. Purchasing Entity and Contractor shall mutually agree to any applicable charges prior to executing a Rental Agreement.

V. Direct Billing:

i. If Contractor and Purchasing Entity agree to a direct billing arrangement, Purchasing 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, Purchasing Entity shall cooperate with Contractor to investigate and resolve such activity.

ii. 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).

W. Except to the extent of fault on the part of Contractor, Purchasing 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.

X. 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, Daily Surcharges or other amounts owed under a Rental Agreement for a Business Use rental (including, without limitation, for excess amounts arising from traffic violations, tolls, parking fines and fees, and vehicle damage and loss not covered by any applicable CDW, due to improper use of the vehicle ("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.

Y. Vehicle Classes: This Agreement shall apply to all rentals hereunder; provided, however, that CDW and LP, 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.

2. PASSENGER VEHICLE REQUIREMENTS:

A. Non-Smoking Vehicles: Contractor shall make every attempt to provide non-smoking vehicles.

B. **Vehicles Available:** Contractor shall maintain an adequate number of Passenger Vehicles on hand to meet the needs of Authorized Users with advance reservations.

C. **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.

D. **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 proper fluid levels; that the Passenger vehicle has coolant protected to –20 degrees; and that the Passenger Vehicle is 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.

E. **Repossessing the 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 Participating Addendum or Master Agreement, or it is reported by local law enforcement to be abandoned. Contractor can also repossess anytime it discovers that a material (as determined by Contractor in its sole discretion) 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.

3. AUTHORIZED USER RESPONSIBILITIES

A. **Improper Use of Passenger Vehicle.** Purchasing Entity, Authorized User and/or Additional Authorized Driver agree the Passenger Vehicle will not be used in the following manner:

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

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

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

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

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

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

vii. To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (a) 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, (b) 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 (c) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.

viii. In a test, race, or contest.

ix. By an unlicensed driver.

x. By a person other than an Authorized User or Additional Authorized Driver, with the minimum driver requirements.

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

xii. Outside of the United States except where such use is specifically authorized by the Rental Agreement.

B. 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).

i. 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.

ii. By a driver who does not meet the age requirement set forth in this Participating Addendum.

iii. By a driver or occupant who is smoking.

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

Vehicle.

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

vi. In live artillery fire exercises or used in training or tactical maneuvers or in police, military or other law enforcement activities.

vii. 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.

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

ix. 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.

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

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

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

xiv. 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.

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

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

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

C. **Full Fuel Tanks:** Authorized User shall return 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 charge for refueling.

D. **Return of the Passenger Vehicle:** Authorized User shall return the Passenger Vehicle to the agreed upon return location as specified on the Rental Agreement.

E. **Citations or Violations:** Purchasing 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 fees, that arose while the Passenger Vehicle is in the possession of the Authorized User or Additional Authorized Driver.

F. **Authorized User Reservation:** At the time of reservation, Purchasing Entity or Authorized User will provide the Purchasing Entity Account Number. At the time of rental pickup, the Authorized User will present a method of payment acceptable to Contractor, and a valid driver's license, unless the Passenger Vehicle is being rented via the direct billing method.

II. BOX TRUCK RENTAL SERVICES

1. GENERAL SERVICES AND REQUIREMENTS

A. **Licensing Requirements:** Contractor shall secure, maintain, and pay for any federal, state and local licenses required to provide the Services referenced is this Participating Addendum and the Master Agreement.

B. Contractor shall provide the Purchasing Entity with Box Truck rental Services from nationwide and/or local locations.

C. 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. Contractor must provide a copy of their Rental Agreement to each Authorized User or Additional Authorized Driver. If no Rental Agreement is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Purchasing Entity shall be deemed to have entered into the Rental Entity’s standard Rental Agreement at the time of the rental. CDW and LP are included in the Rental Agreement and any applicable insurance policy. Purchasing Entity may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was for Business Use. If, Purchasing Entity does not confirm rental type or status, any CDW and LP will be voided for such rental. Purchasing Entity is responsible for controlling their Authorized Users and Additional Authorized Drivers, access to/use of Account Number(s) and booking tools.

D. Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges, if applicable and not included in **Exhibit C, Products and Price List**.

E. **Rental Conditions**: This Participating Addendum is a rental-only agreement and nothing contained herein shall be construed as transferring to a Purchasing Entity or Authorized User any ownership right, title, or interest in or to any Box Truck rented hereunder. Purchasing Entity and Authorized User shall not have any right or option to purchase any Box Truck either during the term or on expiration of this Participating Addendum or the Master Agreement.

F. Maintenance, Corrective Repairs and Odometer Reading:

i. Purchasing Entity agrees to report an updated Box Truck odometer reading to Rental Entity no less than once every thirty (30) days. Purchasing 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 Purchasing 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 Purchasing Entity and approved by Contractor, Contractor may utilize a mobile services provider for such maintenance or repairs. Mobile maintenance or repairs may be subject to incremental costs and expenses in which case Purchasing Entity and Contractor shall mutually agree to all charges prior to Contractor completing such maintenance or repairs.

ii. In the event Purchasing Entity does not make the Box Truck or odometer reading available pursuant to the foregoing provisions, Purchasing Entity shall be responsible for the costs and expenses of all such maintenance and corrective repairs as well as any damages arising from Purchasing Entity's failure or delay. Purchasing 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 Purchasing 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, Purchasing Entity shall have the Box Truck towed to a location designated by Contractor. Purchasing 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 Purchasing Entity. Purchasing Entity agrees to reimburse Contractor for any and all costs related to roadside service, including but not limited to lost keys, lockouts, and refueling, with the exception of jump starts, flat tires and roadside service resulting from malfunction of a Box Truck not caused by Purchasing Entity or its drivers.

iii. 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 Purchasing 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 Purchasing

Entity's negligence or willful misconduct. Purchasing 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 Purchasing Entity. Purchasing Entity agrees to maintain a minimum of a 1/4 tank of fuel in the fuel tank at all times. If Purchasing Entity runs out of fuel and the Box Truck must be primed, this expense and related charges shall be the responsibility of Purchasing Entity.

iv. **Daily Inspection and Vehicle Operation**: Purchasing 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. Purchasing Entity agrees that tire failure due to incorrect pressure or damage caused by the Authorized User of the Box Truck will be the responsibility of Purchasing Entity. Purchasing 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 Truck. Purchasing Entity is responsible for any and all liability and damages resulting from operating a Box Truck which should not be operated, providing that the Box Truck passed inspection and was in good operating condition when the Purchasing Entity took possession of it from Contractor.

G. **Substitute Vehicle**: Contractor reserves the right to provide Purchasing Entity with an equal or greater Box 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 Participating Addendum, and the "Vehicle" for purposes of the applicable Rental Agreement.

H. **Authorization:** Upon mutual written agreement with Purchasing Entity, Contractor and/or Rental Entity may "renew" each Rental Agreement every 30 days during which a rental period continues and Purchasing Entity is in possession of a Box Truck, and each renewal shall be deemed a new signature by the applicable Purchasing Entity and the applicable Authorized User. Purchasing Entity and/or Authorized User may revoke this authorization for a particular Box Truck at any time upon notice to Contractor.

I. **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 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 of Authorized User.

J. **Assignment:** Purchasing Entity and Authorized User will not permit anyone other than a licensed Authorized User or Additional Authorized Driver to operate any Box Truck.

K. **Accidents:** Purchasing Entity shall require Authorized User to notify Contractor within two (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. Purchasing 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.

L. **Liability for Box Truck:** Contractor shall hold the Purchasing Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the Box Truck provided Purchasing Entity or Authorized User were not in violation of this Participating Addendum or the Rental Agreement, were not otherwise negligent, and the Box Truck was not used by the Purchasing Entity or Authorized User in any manner listed in **Section 3.A.** Contractor shall not charge the Purchasing Entity or Authorized User any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Rental Agreement and the Master Agreement. Contractor and Rental Entities specifically waive any right to submit any claim against the 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 Box Truck provided under this Participating Addendum, provided the Box Truck was not used by the Purchasing Entity or Authorized User in any manner listed in **Section 3.A** and was used in accordance with the Rental Agreement, the Participating Addendum, and the Master Agreement. Notwithstanding the above, Authorized Users shall not smoke in Contractor's Box Truck, and Contractor may reasonably charge Purchasing 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. If Contractor elects to exercise this option, then the Purchasing Entity must be notified in writing. “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 greater than ten percent (10%) of Purchasing Entity’s annual spend with Contractor (as determined by Contractor in its reasonable discretion).

M. Reservations: Reservations may be made by Purchasing Entity or Authorized User. Reservations made at least three (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 Purchasing Entity or Authorized User will advise the Contractor a minimum of eight (8) hours in advance of any change of travel plans necessitating Box Truck cancellation or delayed pickup, however, in no situation shall the Purchasing Entity or Authorized User be liable for payment of "no shows." Authorized User and Purchasing Entity will cancel reservations in the same manner they were made, when possible.

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

O. Short Notice Reservations: Contractor shall not charge additional fees for reservations made with less than a 24-hour notice.

P. Box Truck Pickup/Return:

i. Contractor will make commercially reasonable efforts to expedite the pickup and return of Box Trucks. Contractor shall use commercially reasonable efforts to ensure Box Truck pickup be accomplished expeditiously.

ii. Authorized User must sign Contractor’s Rental Agreement (attached hereto as Exhibit **D – Enterprise Sample Rental Agreement**), however; if any of the terms and conditions in the Rental Agreement, including any modifications thereto, conflict with this Participating Addendum, then this Participating Addendum shall govern and control. 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 Agreement showing total charges to be billed for the rental.

Q. Rate Structure:

i. **Round Trip Rentals:** Contractor shall charge only the rates listed in Exhibit C, Products and Price List for rental of Box Trucks at each branch location. Rates include all charges for reservations, Collision or Loss Damage Waiver insurance, and Liability Protection. Rates under this Participating Addendum are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

ii. The rates listed are base rates; they exclude fuel for re-fueling, optional 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 Agreement 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.

iii. 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 Agreement), 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 Agreement on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Agreement 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 Agreement, all rental charges incurred through the time Rental Entity checks in the Box Truck are the Authorized User's responsibility, providing such time does not exceed two (2) hours from the time in which the Rental Entity opens for business or such other time as commercially reasonable under the circumstances.

R. **Investigative Assistance:** The Contractor shall assist in any investigation of a Purchasing Entity concerning alleged wrongdoing or suspected fraud or abuse by any Authorized User doing business with the Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to the Contractor.

S. **Branch Locations:** The Contractor's 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.

T. **Direct Billing:**

i. If Contractor and Purchasing Entity agree to a direct billing arrangement, Purchasing 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, Purchasing Entity shall cooperate with Contractor to investigate and resolve such activity.

ii. 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).

iii. Except to the extent of fault on the part of Contractor, Purchasing 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.

U. **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, Daily Surcharges or other amounts owed under a Rental Agreement for a Business Use rental (including, without limitation, for excess amounts arising from traffic violations, tolls, parking fines and fees, and vehicle damage and loss not covered by any applicable CDW ("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 forty-five 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.

V. **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. Purchasing Entity and Contractor shall mutually agree to any applicable charges prior to executing a Rental Agreement.

W. **Insurance Coverage:**

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

a) **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.

b) LP: Those same rates also include, and Purchasing Entity hereby accepts, 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. To the extent applicable law requires liability coverage(s) beyond the types and amounts included in the rates, Purchasing Entity agrees to independently procure and maintain such coverages, which may be provided through a self-insured plan. 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 Box Truck.

X. Decals, Logos, and Similar Items: Purchasing 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 Box Truck rental, Purchasing Entity shall, at its sole expense, replace any graphics, decals, logos and/or similar items removed by Purchasing Entity from the Box Truck and remove any lettering, graphics, decals, logos and/or similar items applied by Purchasing Entity to the Box Truck. If a Box Truck is not returned in the required condition, Purchasing Entity agrees to pay Contractor upon demand the actual cost of restoration, if the Box Truck is restored. Purchasing Entity shall not cover any warning or instructive notices on the Box Truck or liftgate.

2. BOX TRUCK REQUIREMENTS:

A. Box Trucks Available: Contractor shall maintain a sufficient number of Box Trucks on hand to meet the needs of the Purchasing Entity with advance reservations.

B. Required Box Truck/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.

C. 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 impede the safe operation of the Box Truck.

D. 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 furnish with an ice scraper.

E. Upon request from and at no additional cost to Authorized User or Purchasing Entity, Contractor shall use commercially reasonable efforts to (primarily dependent on the Box Truck type) provide the Box Truck with first aid kits, flares, and fire extinguishers.

F. **Non-Smoking Box Trucks:** All Box Trucks rented under this Participating Addendum shall be non-smoking, whereas previous Authorized Users did not smoke tobacco or other products inside the Box Truck.

3. AUTHORIZED USER RESPONSIBILITIES

A. **Improper Use of Box Truck:** Purchasing Entity, Authorized User and/or Additional Authorized Driver agree the Box Truck will not be used in the following manner:

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

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

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

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

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

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

vii. To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (a) 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, (b) 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 (c) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.

viii. In a test, race or contest.

ix. By an unlicensed driver.

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

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

xii. Outside of the United States except where such use is specifically authorized by the Rental Agreement.

xiii. 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.

xiv. 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.

xv. By a driver who does not meet the age requirement set forth in this Participating Addendum.

xvi. By a driver or occupant who is smoking.

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

xviii. By a driver who intentionally causes damage to or loss of the Box Truck.

xix. By a person who modifies the Box Truck or any optional accessories, including by removing any seats from the Box Truck.

xx. In live artillery fire exercises or used in training or tactical maneuvers, or in police, military or other law enforcement activities.

xxi. Will not leave the keys in the Box Truck while unattended. If the Box Truck is stolen, the Purchasing Entity must be able to produce the keys.

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

xxiii. By a driver who uses a passenger plated Box Truck for any commercial purpose.

xxiv. After the illumination of Box Truck warning lights by which the continued operation may result in damage.

xxv. 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.

xxvi. To transfer or assign the Rental Agreement or sublease Box Truck, and any attempt to do so will be null and void.

xxvii. To test the Box Truck's technological components or capabilities.

xxviii. By a driver who takes the Box Truck into Mexico.

B. **Fuel Tanks:** Purchasing Entity shall return 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 C - PRODUCTS AND PRICE LIST

1. Contractor has been awarded the following categories:

- PASSENGER VEHICLE RENTAL
- BOX TRUCK RENTAL

2. The products and price list is located on the dedicated State website, and is incorporated into this Participating Addendum by reference. Changes in product and pricing must be approved by the Lead State and shall be effective when published on the dedicated state website. The products and price list is located on the dedicated State website, and is incorporated into this Participating Addendum by reference. Changes in product and pricing must be approved by the Lead State and shall be effective when published on the dedicated state website.

3. Price Decreases and Ceiling Prices

The prices listed in Exhibit C are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

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EXHIBIT D – ENTERPRISE SAMPLE RENTAL AGREEMENT

Exhibit D - Enterprise
Sample Rental Agreer

ADDITIONAL TERMS AND CONDITIONS

The Contract will govern your rental of the Vehicle from us for the Rental Period. The "Contract" is made up of these Additional Terms and Conditions and the Rental Agreement Summary that we provide to you in connection with your rental (the "Summary"), as well as the description of potential fees and charges you may be required to pay (the "Fee Schedule") https://www.enterprise.com/fees, the Privacy Policy https://privacy.ehi.com/en-us/home.html, and the Vehicle Condition and Equipment Report that we provide you in connection with your rental ("VCER"), all of which are incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document. The Summary will control if there are discrepancies between it and these Additional Terms and Conditions. You and us are the only parties to the Contract, regardless of whether a third party may have been involved in arranging, negotiating, or paying for the rental.

1. <u>Definitions</u>: For purposes of the Contract, the following terms are specifically defined:

a. "Additional Authorized Driver(s)" means any individuals besides you who we permit to operate the Vehicle, including (i) the Authorized Drivers, and (ii) Additional Authorized Drivers identified on the Summary or otherwise agreed to by us in writing.
b. "Authorized Drivers" means your spouse or domestic partner, as long as they have your permission, meet the minimum rental age, and hold a valid driver's license.
c. "Dollars" or "$" means (i) US Dollars, if your Rental Location is in the United States, or (ii) Canadian Dollars, if your Rental Location is in Canada.
d. "Optional Accessories" means the accessories listed on the Summary or that you otherwise accepted, which may include, child seats, non-pre-installed global positioning systems and similar products and services, ski racks, toll transponders, pads, straps, hand trucks, and other similar equipment.
e. "Owner," "us", or "we" means the Owner identified on the Summary.
f. "Rental Location" means the rental location identified on the Summary.
g. "Rental Period" means the period between the time you take possession of the Vehicle and the time we check in the Vehicle after you return it or it is otherwise recovered. However, in no event shall the Rental Period extend beyond [28] days. If a rental is ongoing for [28] days, you acknowledge that keeping the Vehicle beyond the end of the [28th] day is your consent to a new Rental Period subject to the terms and conditions in the original Contract and that may be assigned a new rental agreement number.
h. "Renter," "you," or "your" means the Renter identified on the Summary.
i. "Return Location" means the return location identified on the Summary.
j. "Truck" means any Vehicle rented under the Enterprise Truck Rental brand.
k. "Vehicle" means the vehicle identified on the Summary or any replacement vehicle(s), inclusive of the vehicle as equipped and furnished by the manufacturer and any equipment, part, or accessory added by Owner, including, as applicable, keys, key fobs, transponders, and electric vehicle charging cables.

2. <u>What You Must Pay Us</u>.

a. <u>Summary Charges</u>. You must pay us, our affiliates, or agents all amounts listed on the Summary. Unless expressly modified on the Summary, (1) all charges are for a minimum of 1 day, and (2) "day" means each consecutive 24-hour period beginning at the Rental Time on the Summary.
b. <u>Additional Charges</u>. In addition to the amounts listed on the Summary, you may also be required to pay us, our affiliates, or agents the amounts listed on the Fee Schedule https://www.enterprise.com/fees, if applicable and not prohibited by law. The Fee Schedule forms part of the Contract and is incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document.
c. <u>Toll and Related Fees</u>. We may charge you (i) a Tollpass Service Charge of up to $7.00 per day that you drive the Vehicle on a Tollpass Service area covered toll road if a toll collection transponder is pre-installed in the Vehicle or tolls are video-monitored (not to exceed $35.00 per Rental Period) or a Tollpass Device rental fee of up to $7.00 per day of the Rental Period, regardless of whether you drive the Vehicle on a Tollpass Service area covered toll road, if a toll collection transponder is available and rented from the Rental Location (not to exceed $35.00 per Rental Period), plus (ii) the actual cost of each toll incurred during the Rental Period at the cash toll rate or the highest undiscounted toll rate. As the Tollpass Service is optional, to avoid toll charges and related fees, you may use toll-free roads, pay tolls with cash (where available), or use any of the other methods described on our website, or in our toll brochures. A current list of Tollpass Service area covered roads is

available at www.tollpassgo.com or (877) 765-5201. If you use a toll road not covered by the Tollpass Service, you may be subject to other fines and penalties as described in Section 2.b above.

d. Your Acknowledgements. With respect to any and all amounts you owe us under the Contract, you specifically acknowledge, authorize, and agree as follows:

(1) WE OR OUR AFFILIATE MAY PROVIDE YOUR NAME, ADDRESS, CREDIT CARD AND/OR DEBIT CARD INFORMATION, AND ALL OTHER NECESSARY INFORMATION TO ANY THIRD PARTY TO ENABLE COLLECTION OF OR TRANSFER LIABILITY FOR SUCH AMOUNTS, AND WE MAY DO SO WITHOUT ADDITIONAL NOTICE TO YOU.

(2) IF YOU PRESENT A CREDIT CARD OR DEBIT CARD AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, WE, OUR AFFILIATE, OR A THIRD PARTY MAY SUBMIT ALL AMOUNTS OWED UNDER THE CONTRACT FOR PAYMENT ON SUCH CARD(S), INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF WE INITIATE ANY CHARGE THAT IS DISHONORED, WE MAY RE-INITIATE THE CHARGE WITHOUT YOUR FURTHER AUTHORIZATION.

(3) We will take the amount on the Summary as an authorization or sale. Those funds will not be available to you until after the Vehicle is returned. We may take one or more incremental authorizations and/or deposits during the Rental Period if you incur additional charges.

(4) All amounts are subject to our final audit. Final amounts charged to your card may exceed amounts shown on the Summary if you incur additional charges.

(5) If a third party, such as an insurance company, authorizes payment of any amount owed by you under the Contract, by entering into the Contract you assign to us your right to receive such payment. Only those amounts actually paid to us by a third party will reduce the amount you owe under the Contract. Third party payments may be applied to: (i) vehicle upgrades or optional products (beyond those provided by the third party) or (ii) rental days beyond those specified by the third party. You remain responsible for all charges not paid by third parties, such as charges for vehicle upgrades, optional products, extra rental days, distance (mile or kilometre), fuel, and all other charges.

e. Our Right to Set Off. We reserve the right to set off or deduct from any amounts we may owe you under the Contract and any amounts you owe us under the Contract. Once we have determined the full extent of the amounts you owe us, we will attempt to refund any excess amounts collected from you within 20 business days. For payments made by cash, check or money order, refunds will be by check.

3. Who Owns the Vehicle and the Vehicle's Condition.

a. Who Owns the Vehicle. The Vehicle and any Optional Accessories are our or our affiliate's property, whether by ownership, beneficial interest, or lease, and even if owned, registered or titled to a third party. You are not our agent and have no authority to bind us.

b. The Vehicle's Condition.

(1) You agree that you received the Vehicle and any Optional Accessories in good physical and mechanical condition. YOU ARE TAKING POSSESSION OF THE VEHICLE AND ANY OPTIONAL ACCESSORIES "AS-IS" AND AGREE THAT YOU HAVE HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. WHERE PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES AND CONDITIONS, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VECHILE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES AND CONDITIONS UNDER APPLICABLE SALE OF GOODS LAWS. You shall not alter or tamper with the Vehicle or any Optional Accessories. If you or an AAD determines the Vehicle or any Optional Accessories is unsafe or if any Vehicle warning lights turn on, you or the AAD shall stop operating the Vehicle and any Optional Accessories and notify us immediately.

(2) If your Vehicle is a Truck, the following also apply:

(i) When required by applicable law, you must perform a daily inspection of the Vehicle, including (but not limited to): (a) inspecting the Vehicle 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 level, including the hub oil level, if applicable; (d) checking tires to ensure proper tread depth and tire wear; and (e) checking and maintaining tire pressure per the manufacturer's recommendations. Tire failure due to incorrect pressure will be your responsibility. If the State, Province, or Territory in which you operate the Vehicle has issued a standardized inspection schedule or minimum inspection requirements, you must follow that. Any inspection checklist that we may provide you is for reference only, and you are solely responsible for compliance with all applicable inspection requirements, including any requirement to maintain or cause AAD(s) to maintain a record of your or their daily inspections.

(ii) You must make the Vehicle available for required inspection and/or maintenance. If we need access to the Vehicle immediately (for example, because or a manufacturer recall), you must make the Vehicle available immediately. If we do not need access immediately, we will give you no less than 3 business days' prior notice. If you do not make the Vehicle available according to the previous sentences, you will be responsible for the costs of all such maintenance, as well as any related damage arising from your delay in making the Vehicle available. You agree to provide us with distance (mile or kilometre) updates on the Vehicle upon our request. If the Vehicle's ABS light is illuminated, you must immediately check the hub oil, if applicable. To obtain an accurate reading of the hub oil level, the Vehicle must be on level ground with the wheels pointed straight. If, at any time, including during a daily inspection, you determine that the hub oil is below the minimum level as indicated on the hubcap window or there appears to be a leak, you may not drive the Vehicle and must have it towed to a repair shop designated by us.

(iii) If you receive a VCER at the time of your rental, it will form part of the Contract and is incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document. These Additional Terms and Conditions will control if there are discrepancies between it and the VCER.

4. <u>What You May and May Not do With the Vehicle.</u>

a. <u>What You May do With the Vehicle</u>. You may use the Vehicle during the Rental Period in accordance with the terms of this Contract and all applicable laws. You must return the Vehicle and any Optional Accessories to us on the return date or on our demand at the Return Location and in the same condition as received (ordinary wear and tear excepted). You may not mark the outside of the Vehicle unless directed by us or as otherwise required by applicable law. All such markings mush be removed prior to returning the Vehicle, but you must not remove or alter our name or trademarks appearing on the outside of the Vehicle without our permission.

b. <u>What You May Not do With the Vehicle</u>. You may not do any of the following with, to, or in connection with the Vehicle, and you further acknowledge that doing so may void PEC, EP, SLP, and PAI to the extent permitted by applicable law:

(1) Use the Vehicle for any illegal purpose or in any illegal, fraudulent, or reckless manner, such as (i) in a race or speed contest, (ii) to tow or push anything without our prior written permission, (iii) to store or transport explosives, chemicals, corrosives, or any other hazardous materials or pollutants, (iv) by any person impaired by or under the influence of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription, (v) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (vi) in areas of civil unrest, including labor strike areas, (vii) without sufficient levels and types of fuel, coolants, lubricants, and other fluids, or (viii) except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less;

(2) Allow any of the following to operate the Vehicle: (i) any person other than you or AAD(s) without our prior written consent, (ii) anyone 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, (iii) anyone whose driver's license becomes invalid during the Rental Period, or (v) anyone who has obtained the keys without our permission;

(3) Transport persons for hire, as a school bus, or for driver training or testing;

(4) Transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) you obtain bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Vehicle is rented and operated, if different, (ii) upon our request, you provide satisfactory evidence of such insurance with us as an additional named insured and loss payee on the policy, and (iii) you and AAD(s) hold a valid class license for that purpose that complies with all applicable laws;

(5) Modify the Vehicle or any Optional Accessories, including by removing any seats from the Vehicle;

(6) Operate the Vehicle 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;

(7) Transfer or assign the Contract or sublease Vehicle, and any attempt to do so will be null and void;
(8) Test the Vehicle's technological components or capabilities; or
(9) Take the Vehicle into Mexico without prior written consent. Even if we do consent (i) you must maintain or purchase insurance that applies in Mexico as we specify or approve prior to taking the Vehicle to Mexico, and (ii) DW, PEC, and SLP (as defined in Section 5 below) do not apply to accidents or events that occur in Mexico.
(10) If your Vehicle is a Truck, the following also apply: (i) use the Vehicle other than in the ordinary course of your business, or (ii) in interstate commerce unless you are properly licensed and authorized by all applicable authorities.

c. If you use the Vehicle in a prohibited manner or violate any other provision of the Contract, we may immediately terminate your right to use the Vehicle without any further notice to you or AAD(s). In that case, we would have the right to seize the Vehicle without legal process or notice to you or AAD(s). We would also retain all of our other rights or remedies provided by law. By entering into the Contract, you and AAD(s) waive all claims for damages connected with our seizure, including loss or damage to contents or cargo, and shall pay all expenses we incur in returning the Vehicle to the Return Location.
d. If you or AAD(s) continue to operate the Vehicle after we have terminated your right to do so, we may notify police the Vehicle has been stolen. By entering into the Contract, you and AAD(s) agree to release and discharge us from and indemnify, defend and hold us harmless against any liability arising from such notice. You also remain responsible for all charges, costs, taxes, fees, and obligations as set forth in Section 2.

5. <u>What Happens if the Vehicle is Damaged or Causes Damage</u>.

a. <u>Your Obligation to Report Accidents / Damage and Cooperate</u>. You must report accidents, damage, loss or theft of the Vehicle to us immediately (and in no event later than the next business day following the accident and/or damage). You and AAD(s) must immediately deliver to the Rental Location every process, pleading or paper relating to any claims, suits, or proceedings arising from such accident, damage, loss, or theft. In the event of a claim, suit, or legal proceeding, you, AAD(s) and all other parties seeking benefits pursuant to the Contract shall cooperate fully with us and our representatives. You shall be responsible for assisting us in obtaining any necessary cooperation from an AAD. Cooperation may include (i) participating in examinations under oath, (ii) furnishing a signed statement of testimony, (iii) providing written or oral statements under oath, and (iv) any other matters we deem related to the adjustment of the claim, suit or proceeding. The Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and use of the Vehicle. To the extent permitted by law, you consent to us, our affiliate, or our representatives retrieving and using such data from the EDR or other technology, including during the adjustment of any claim, suit, or legal proceeding.
b. <u>Your Responsibility to US</u>. Except as restricted, modified or limited by applicable law, you accept responsibility for damage to, loss, modification or theft of, the Vehicle and Optional Accessories occurring during the Rental Period, regardless of whether you or another person were at fault or negligent, or if there was an act of God (i.e., an event out of anyone's reasonable control). If you return the Vehicle outside of the Return Location's business hours or to a location other than the Return Location, you acknowledge that this includes any damage to, loss, modification or theft that may occur before we check in the Vehicle. You must pay us the following amounts:
   (i) With respect to the Vehicle:
      (a) If we determine the Vehicle may be repaired (which repair you may not have done without our permission):
         (1) the amount necessary to repair the Vehicle; plus
         (2) a sum for loss of use (regardless of fleet utilization) equal to the total labor hours from the repair estimate divided by a number no less than 3 multiplied by the daily rate on the Summary; plus
         (3) an administrative fee of up to $150; plus
         (4) if the damage to the Vehicle is $500 or more, a sum for diminishment of value equal to 10% of the repair estimate.
      (b) If the Vehicle is not returned, stolen, and not recovered, or if we determine the Vehicle is salvage:
         (1) the fair market value of the Vehicle (which shall be equal to its retail value immediately before the loss) minus any sale proceeds, plus
         (2) a sum for loss of use (regardless of fleet utilization) equal to 15 days multiplied by the daily rate on the Summary.
   (ii) With respect to the Optional Accessories:

(a) If we determine the Optional Accessories may be repaired (which repair you may not have done without our permission), the amount necessary to repair them.

(b) If the Optional Accessories are not returned or if we determine they cannot be repaired, their replacement cost (for Rental Locations in the United States) or fair market value (for Rental Locations in Canada).

(iii) In addition to the amounts owed under (i) and (ii), if applicable, you must also pay or reimburse us for:

(a) All towing, storage or impound fees, and other costs we incur to recover the Vehicle and to establish damages, and

(b) Any taxes, fees and other mandatory charges imposed by governmental and/or airport authorities.

c. Your Responsibility to Third Parties. We or our affiliate comply with applicable motor vehicle financial responsibility laws as an insured, self-insurer, bondholder, or cash depositor. Except as required by applicable law, neither we nor our affiliate extend any of our motor vehicle financial responsibility or provide insurance coverage to you, AAD(s), passengers or third parties through the Contract. If liability insurance or self-insurance is available on any basis to you, AAD(s) or any other driver and such insurance or self-insurance satisfies the applicable motor vehicle financial responsibility law, then we or our affiliate extend none of our motor vehicle financial responsibility. In the even of an accident or occurrence that may cause legal liability to be imposed on us, our affiliate, you, and driver, and to the extent permitted under applicable law, motor vehicle liability insurance available to you is primary coverage and must respond to the liability of us, our affiliate, you, and driver. If we or our affiliate are required by applicable law to extend our insurance or motor vehicle financial responsibility and you and AAD(s) are in compliance with the terms and conditions of the Contract, then our or our affiliate's obligation is limited to the applicable minimum financial responsibility amounts. Any such extension of our or our affiliate's motor vehicle financial responsibility shall not include a duty to defend you or any AAD unless required by law. Also, unless we or our affiliate are required by applicable law, our or our affiliate's financial responsibility does not provide coverage for, nor extend to any of the following: (1) any claim made by a passenger in the Vehicle; (2) liability imposed or assumed by anyone under any worker's compensation act, plan or contract; (3) punitive or exemplary damages (which include damages imposed to punish a wrongdoer or deter others from similar conduct) or costs, interest, or damages attributable to them; (4) fines; (5) penalties; (6) treble damages; or (7) multiplied or multiple damages imposed on any permissive operator. The punitive damage exclusion shall further apply to any claim for uninsured or underinsured motorist coverages. If you misrepresent information, provide us or our representatives with false or misleading information, or refuse to cooperate with us or our representatives during any claim, suit or proceeding, such claim may be denied.

d. Your Obligation to Indemnify Us. You must indemnify and hold us and our affiliate(s) harmless form all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs and expenses that we or our affiliate(s) incur (including those we incur in relation to third parties) that arise in any manner from this rental transaction, any towing, or from anyone's use of the Vehicle or Optional Accessories. You may present a claim to your insurance carrier for such losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs, and expenses; but, in any event, you will be ultimately responsible to us and our affiliate(s) for all such losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs, and expenses. Your obligation under this paragraph may be limited if you purchase optional DW, EP, and/or optional SLP to the extent they apply.

e. Optional Products that May Mitigate Your Responsibility or Enhance Your Rental.

(1) Optional Damage Waiver.

THE CONTRACT OR OTHER OF OUR MATERIALS MAY REFER TO DAMAGE WAIVER (DW), COLLISION DAMAGE WAIVER (CDW), OR LOSS DAMAGE WAIVER (LDW). THEY ALL REFER TO THE SAME PRODUCT AND WILL BE CALLED DAMAGE WAIVER OR DW IN THIS SUMMARY. DW IS NOT INSURANCE. THE PURCHASE OF DW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

You may purchase optional DW from us for an additional fee. If you purchase DW, we agree, subject to the actions that invalidate DW and the situations excluded from DW listed below, to contractually waive your damage responsibility for all or part of the cost of damage to, loss or theft of, the Vehicle and related costs, regardless of whether you were at fault or negligent. Our contractual waiver is limited to the amount initialed on the Summary, where applicable. If your Rental Location is in Canada, you may be able to purchase optional DW covering damage to the front windshield only. When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, the Vehicle, you have coverage or protection for such damage or threft and the amount of your deductible or out-of-pocket risk.

The following shall invalidate DW and you will be responsible for damage to, loss or theft of the Vehicle:

a. if the Vehicle is damaged when used or driven:
   (1) by any person other than you or AAD(s) without our prior written consent;
   (2) by any person if there is reasonable evidence the driver was impaired by or under the influence of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;
   (3) by any person committing a felony, indictable offense, or otherwise engaged in a criminal act;
   (4) in a race or speed contest;
   (5) to tow or push anything without our prior written permission or in violation of the manufacturer's specifications;
   (6) outside the States, Provinces, or Territories authorized on the Summary, if applicable;
   (7) under authority of any driver's license that is suspended, revoked, invalid, or does not belong to the driver;
   (8) to transport persons or property for hire;
   (9) in a wanton or reckless manner of if Vehicle is deliberately damaged;
   (10) except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less;
   (11) to transport explosives, chemicals, corrosives, medical waste, or other hazardous materials or pollutants of any kind;
   (12) in areas of civil unrest, including labor strike areas;
   (13) in violation of applicable hours of service regulations;
   (14) with the Vehicle loaded in excess of its GVWR;
   (15) after the illumination of Vehicle warning lights and the damage is a result of the continued operation;
b. if you misrepresent facts to us pertaining to the rental, use, or operation of the Vehicle whether before or after any loss or damage;
c. if the Vehicle's interior components are stolen or damaged when the Vehicle is unlocked, or keys are not secured;
d. if you fail to report or refuse to provide us, police, or other authorities with a full report of any accident or vandalism involving the Vehicle or otherwise fail to cooperate with us, police, or other authorities in the investigation of any accident or vandalism; or
e. if the Vehicle is stolen and you fail to do any of the following:
   (1) return the original ignition keys and our key tag identifying the Vehicle;
   (2) file a police report within 24 hours after discovering the theft;
   (3) cooperate fully with us, police and other authorities in all matters connected with the investigation of the theft; or
   (4) ensure that the Vehicle's ignition is turned off at the time the Vehicle is stolen.

In addition to the above, the following situations are excluded from DW and DW does not apply:

a. any loss less than or equal to the Retained Responsibility initialed on the Summary, which shall apply separately to each damage incident to the Vehicle (as determined by us);
b. damage to any component of the Vehicle resulting from an impact caused by insufficient overhead clearance (but this exclusion shall not apply if the Vehicle is a cargo van or pick up truck with a GVWR of less than 10,000 lbs. (4,536kilograms));
c. any loss or damage to keys, key fobs, electric charging cables, or Optional Accessories;
d. any loss or damage occurring in Mexico;
e. damage caused by fueling the Vehicle improperly;
f. damage or costs caused by inadequate levels or improper fluids, including oil, hub oil, or Diesel Exhaust Fluid (DEF);
g. any loss or damage to a trailer and/or its contents being towed by the Vehicle; and
h. any liability imposed by law.

(2) <u>Optional Personal Accident Insurance</u>

PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, AND EXCEPTIONS OF THE PAI POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PAI MAY PROVIDE A

DUPLICATION OF COVERAGE ALREADY FURNISHED BY SOME OTHER SOURCE, INCLUDING PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, OR EMPLOYERS OR CREDIT CARD INSURANCE. BENEFITS AVAILABLE UNDER THE PAI, HOWEVER WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR INSURANCE.

PAI provides you and your passengers with the below benefits, which may include Accidental Death, Accident Medical Expenses, Ambulance Expenses, and Dental, depending on your Rental Location. PAI is available for an additional charge as stipulated on the Summary.

	Rental Location in United States		Rental Location in Canada	
PAI Benefits:	You	Passenger	You	Passenger
-Accidental Death, Not to exceed	$175,000	$17,500	$250,000	$125,000
-Accident Medical Expenses, Not to exceed	$2,500	$2,500	$5,000	$5,000
-Accident Ambulance Expense, Not to exceed	$250	$250	Not Available	Not Available
-Accident Dental Expense, per accident, up to $200 per tooth but not exceeding	Not Available	Not Available	$1,000	$1,000
-Accident Aggregate, not to exceed	$225,000 per accident (USA)		$500,000 per accident (Canada)	

The above PAI benefits for you apply to accidents during the Rental Period whether or not you are in the Vehicle. Passengers are covered only for accidents occurring while they occupy the Vehicle. Anyone other than you occupying or operating the Vehicle will be considered a "Passenger" for the purposes of PAI benefits.

PAI Exclusions:

If your Rental Location is in the United States, PAI coverage will be provided by Empire Fire and Marine Insurance Company. PAI does not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a pre-arranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if you convert the Vehicle (as described in the following sentence) or during any period you are in violation of the Contract. You will be deemed to have converted the Vehicle if the Vehicle is not returned to us by the Return Date listed on the Summary or by any extended return date we have agreed to in writing. To file PAI claims, obtain a claim form from any rental office, complete it and return it with a copy of the Contract to: **Sedgwick CMS**, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax 1-216-617-2928.

If your Rental Location is in Canada, PAI coverage will be provided by AIG Insurance Company of Canada. For all exclusions, see the PAI policy. Following are a few key exclusions: PAI does not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; committing or attempting to commit an assault or felony; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; or during any period you are in violation of the Contract.

(3) Optional Supplemental Liability Protection and Extended Protection. (Not Available for Rental Locations in Canada)

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION (SLP) IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL OR COMMERCIAL INSURANCE POLICY, OR SOME OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR EXISTING COVERAGE.

SLP Benefits:

Optional SLP provides you with minimum financial responsibility limits (at no charge to you) as outlined in the applicable motor vehicle financial responsibility laws of the State where the Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Summary is for the excess insurance only), which supplies you and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and $300,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of the Vehicle as permitted in the Contract. The policy does not provide coverage for any loss arising from the use or operation of the Vehicle in Mexico. SLP, including UM/UIM benefits is provided only when you or any ADD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLP is available for an additional charge as stipulated on the Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

(a) Loss arising out of an accident which occurs while you or an AAD is under the influence of alcohol or drugs, or other substances unless prescribed by a physician;

(b) Loss arising out of bodily injury, death, or property damage sustained by you or an AAD or any of your AAD's relative or family member who resides in the same household;

(c) Loss arising out of the operation of Vehicle by an driver who is not you or an AAD;

(d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law;

(e) Liability arising out of benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing;

(f) Bodily injury or death to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by you or an AAD;

(g) Property damage to property transported by or in your or an AAD's care, custody or control;

(h) Damage to Vehicle;

(i) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information;

(j) Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Contract; or

(k) Bodily injury, death, or property damage expected or intended from your or an AAD's standpoint.

SLP coverage will be provided by Empire Fire and Marine Insurance Company. Report SLP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax: 1-216-617-2928.

For retail rentals only secured with Extended Protection within the cost of the rental (excluding any liability protection or insurance coverage provided under a commercial contract), the following shall apply:

Extended Protection (EP) (Where available): We provide you or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection). EP also provides additional third-party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of $1 million per accident for bodily injury and/or property damage to others arising out of the use or operation of the Vehicle by you or an AAD, subject to the terms and conditions of the policy. EP includes UM/UIM coverage for bodily injury and property damage (only where required by law for property damage) in an amount equal to the Primary Protection, and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and $100,000 per accident. WE AND YOU REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. EP, including UM/UIM benefits, is provided only when you or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP coverage is in effect only while you or an AAD is driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. FOR ALL EXCLUSIONS SEE EP POLICY. HERE ARE A FEW KEY EXCLUSIONS: (A) BODILY INJURY OR DEATH TO YOU, ANY AAD, OR YOUR OR AN AAD'S BLOOD RELATIVE'S FAMILY, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH YOU OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE VEHICLE; (C) FINES, PENALTIES, AND EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM YOUR STANDPOINT; (E) ANY OBLIGATION FOR WHICH YOU OR YOUR INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW; (F) DRIVING UNDER THE INFLUENCE; AND (G) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM YOUR OR AN AAD'S STANDPOINT. Note: Any UM/UIM benefits paid are included in the $1 million combined single limit EP coverage and in no way increase the combined single limit amount referenced above. This

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insurance coverage is underwritten by Ace American Insurance Company. Report EP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928.

(4) Optional Personal Effects Coverage.
PURCHASE OF PERSONAL EFFECTS COVERAGE (PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, AND EXCEPTIONS OF THE PEC POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, EMPLOYERS OR CREDIT CARD INSURANCE OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR INSURANCE.

PEC is available for an additional charge as stipulated on the Summary. PEC insures your personal effects, or those of any individual who is traveling with you, against risks of loss or damage while in transit or in a building (if your Rental Location is in the United States, the building does not include your personal residence), or locked in the Vehicle (if you Rental Location is in the United States).
PEC Benefits:
$1,750 per person; $8,750 maximum coverage for all covered individuals during the Rental Period.
PEC Exclusions:
If your Rental Location is in the United States, PEC coverage will be provided by Empire Fire and Marine Insurance Company. PEC does not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.** To file PEC claims, obtain a claim form from any of our rental branches, complete it and return it with a copy of the Contract to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax: 1-216-617-2928.
If your Rental Location is in Canada, PEC coverage will be provided by AIG Insurance Company of Canada. For all exclusions, see the PEC policy. Following are a few key exclusions: PEC does not cover automobiles, automobile equipment, motorcycles, watercraft/boats, motors, or other conveyances or their appurtenances, household furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage sustained to any process or property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.** To file PAI/PEC claims, obtain a claim form from: AIG Insurance Company of Canada 120 Bremner Boulevard – Suite 2200, Toronto, Ontario M5J 0A8. Phone: +1-416-596-4005 or +1-877-317-8060, Email: ahclaimscan@aig.com. Group Policy Number: 9428176.

(5) Roadside Assistance and Roadside Assistance Protection / Roadside Plus. For roadside assistance in the U.S. and Canada, call your Rental Location, select the roadside assistance prompt, and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to you, but these charges may be reduced or eliminated if you purchase Roadside Assistance Protection (RAP) or Roadside Plus (RSP), as applicable. When deciding whether or not to purchase optional RAP/RSP, you may wish to check whether you have other coverage or protection for such services. RAP/RSP IS NOT INSURANCE. THE PURCHASE OF RAP/RSP IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. You may purchase optional RAP/RSP from us for an additional fee. If you purchase RAP/RSP, we will contractually waive our right to collect from you for the following services: (i) lost and damaged key replacement (including remote entry devices) except for rentals originating in CA, KS, MO, or NY, (ii) flat tire replacement (if no inflated spare is available, the Vehicle will be towed) but the cost of a replacement tire is not waived, (iii) lockout service (if keys are locked inside the Vehicle), (iv) Vehicle jumpstart, (v) fuel delivery of up to 3 gallons (or equivalent liters) of fuel if the Vehicle is out of fuel, and (vi) a tow to the nearest charging source due to loss of battery charge for Battery-Electric Vehicles. RAP/RSP does not waive any charges incurred in Mexico.

6. Our Responsibility to You.

a. Personal Property and Cargo. We are not responsible for any damage to, loss or theft of, any personal property, cargo, or data contained in the Vehicle, whether the damage, loss, or theft occurs during or after the rental and regardless of fault or negligence. No bailment is or will be created upon us, whether actual, constructive or otherwise, for any personal property or cargo carried in, stored, loaded, or left in the Vehicle or on our premises. We are not liable for and you must defend, indemnify and hold us and our affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by us or our affiliate(s) arising out of your or your passengers' failure to remove any personal property or cargo, including data or records downloaded or otherwise transferred to the Vehicle and/or any Optional Accessories. WE are not responsible for and you release us from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data, or records from the Vehicle and/or any Optional Accessories. See Section 5.e.(3) for information on optional PEC.

b. Personal Injury and Uninsured Motorist Protection. If your Rental Location is in the United States, except as required by law, we or our affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively **PIP**) or Uninsured/Underinsured Motorist Protection (**UM/UIM**) through the Contract. If your Rental Location is in Canada, except as required by law, we or our affiliate do not provide Personal Injury Accident Benefits or Uninsured/Underinsured Motorist Protection through the Contract. For Rental Locations in the United States or Canada, if we or our affiliate are required by law to provide any of the above protection, as applicable to your rental, you expressly select such protection in the minimum limits with the maximum deductible and expressly waive and reject and such protection in excess of the minimum limits or amounts required by law. If you misrepresent information, provide us or our representatives with false or misleading information, or refuse to cooperate with us or our representatives during any claim, suit, or proceeding, your claim may be denied.

c. Limitation of Remedy/No Consequential Damages. If we breach any of our obligations under the Contract or if the Vehicle or any Optional Accessory has any mechanical or other failure not caused by you or AAD(s) and if we are liable under applicable law for such breach or Vehicle or Optional Accessory failure, our sole liability to you and AAD(s) and your and AAD(s)' sole remedy is limited to our substitution of another similar vehicle or accessory and a refund of any pre-paid pro rata daily rental rate for the period in which you or AAD(s) did not have use of the Vehicle or substitute vehicle. **YOU AND AAD(S) WAIVE ALL CLAIMS TO ALL FORMS OF DAMAGES, INCLUDING, BUT NOT LIMITED TO, GENERAL DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, AND INCIDENTAL DAMAGES, AND ALSO INCLUDING LOSS OF PROFIT AND LOSS OF OPPORTUNITY, THAT MIGHT OTHERWISE BE AVAILABLE TO YOU OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO YOU OR AAD(S). You further acknowledge that any personal data or information downloaded or transferred to the Vehicle may not be secure and may be accessible after the Rental Period. You release us from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.** For the avoidance of doubt, the entirety of this limitation of remedy applies to claims for negligence, recklessness, gross negligence, and/or intentional acts, unless such a waiver is precluded by applicable law.

7. Your Privacy. You understand and agree to our collection, use, disclosure and management of your personal information as set out and for the purposes in the Contract and/or in our privacy policy ("Privacy Policy"), which may be amended from time to time, is available at https://privacy.ehi.com, forms part of the Contract, and is incorporated by reference into these Additional Terms and Conditions as fully set forth in this document. If you wish to exercise your privacy data subject rights or your right to opt out of receiving certain electronic communications, or otherwise learn more about our privacy practices, please contact us through our Global Privacy Portal, at https://privacy.ehi.com/requests, call 1(877) 858-3884, or by mail at Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

8. Telematics Data. Your Vehicle may be equipped with pre-installed event data recorders, global positioning devices, OnStar® and other communications systems that may be connected to the internet or cellular services, or other similar technology ("Telematics Devices"). You acknowledge and agree to (1) the collection of location and other data from Telematics Devices by us as described in our Privacy Policy ("Telematics Data"); and (2) the use and disclosure of Vehicle location data and other Telematics Data: (i) to generate vehicle usage, performance and other similar information, including

to fulfill the Vehicle rental services; (ii) to provide you, AAD(s) or other passengers with roadside assistance, emergency and other services; (iii) to locate the Vehicle when the Vehicle is suspected to be lost, stolen or, abandoned; or (iv) where required by law. We may use and store data after the expiration of the Contract. Further details about our treatment of Telematics Data are set out in our Privacy Policy at https://privacy.ehi.com.

9. Vehicle Navigation and Infotainment Systems and Vehicle Manufacturer Apps.

a. If you, AAD(s) or any passenger pair a mobile device with the Vehicle's navigation or infotainment systems and choose to use OnStar, Apple CarPlay, Android Auto or other similar third-party software or services on the Vehicle, personal information and other data may be transferred from the mobile device to and stored on these systems. We cannot guarantee the privacy of such information. It is your sole responsibility to delete all such information from these systems before returning the Vehicle to avoid subsequent occupants of the Vehicle accessing this information.

b. If you download a mobile application made available by the Vehicle manufacturer or other third party and you register the Vehicle in that application, your use of the application may result in the sharing of Telematics Data and other information (including location information, and personal information) with the Vehicle manufacturer or other third party, as applicable. Your use of these applications is strictly governed by the mobile application's terms and conditions and privacy policy and we are not in any way responsible for, and you release us from, any claim or cause of action which may arise from your use of these applications. Prior to returning the Vehicle, it is your responsibility to either remove the application or delete the Vehicle from the application.

10. Text & Call. By signing the Summary, you agree to these Text & Call terms and conditions, and provide express consent for us, our affiliates, or our representative to contact you at the phone number(s) provided in connection with the Contract to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of any purchase or rental contract. For further details, please see our privacy practices as set out at https://privacy.ehi.com.

11. What Happens in the Event of a Dispute.

a. Choice of Law. All terms and conditions of the Contract shall be interpreted, construed and enforced pursuant to the laws of the State, Province, or Territory where you pick up the Vehicle, without giving effect to the conflict of laws and/or provisions of such State, Province, or Territory.

b. Dispute Resolution Provision – Mandatory Arbitration Agreement: **THIS PROVISION DOES NOT APPLY TO CONSUMER RENTAL TRANSACTIONS ORIGINATING IN THE PROVINCE OF QUEBEC. CONSUMER RENTALS ORIGINATING IN THE PROVINCE OF QUEBEC ARE TRANSACTIONS WITH RESIDENTS TO WHICH THE CONSUMER PROTECTION ACT (QUEBEC) APPLIES. WHERE PERMITTED BY LAW, YOU AND WE EACH WAIVE OUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND WE EACH AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OUR PRODUCTS AND SERVICES, COMMUNICATIONS WITH YOU, CHARGES, ADVERTISINGS, OR RENTAL VEHICLES. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to, during, or after termination of the Rental Period. For the purposes of this Dispute Resolution Provision "you" also includes any Additional Authorized Driver under the Contract, and any of your agents, beneficiaries or assigns, or anyone acting on your or their behalf, and "we," "us," or "our" also includes any of our employees, agents, affiliates, parents, subsidiaries, beneficiaries, assigns, and vendors, including but not limited to our service providers and marketing partners. WHERE PERMITTED BY LAW, YOU AND WE EACH AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. However, you and we each agree that either you or we may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against you only and is not made part of a class**

action, private attorney general action or other representative or collective action. Where required by law, you and we each agree that you may bring an individual action in the applicable court of justice. You and we also agree that claims against or by a third-party insurance company ostensibly providing coverage to you or any AAD or the application of our financial responsibility relating to the use or operation of the Vehicle may be brought in a court with valid jurisdiction.
(1) Procedure: You or we, as applicable, must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the Claim; and (b) the relief sought to the other party, as applicable. If your Rental Location is in the United States, the Notice to us should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604; if your Rental Location is in Canada, the Notice to us should be addressed to: Baker & McKenzie LLP, Brookfield Place, Suite 2100, 181 Bay Street (PO Box 874), Toronto (Ontario) Canada M5J 2T3 (in either case, "Notice Address"). If you and we do not resolve the claim within 30 days after the Notice is received, you may choose to commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules if your Rental Location is in the United States, or with the international Centre for Dispute Resolution Canada ("ICDR Canada") pursuant to its Canadian Arbitration Rules if your Rental Location is in Canada. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules or ICDR, Canada's Canadian Arbitration Rules, as applicable, in effect at the time of the demand, as modified by the Contract. A single arbitrator will be selected according to AAA's Commercial Arbitration Rules or ICDR Canada's Canadian Arbitration Rules, as applicable. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both you and us with due consideration of our ability to travel and other pertinent circumstances. If you and we are unable to agree on a location, such determination should be made by the AAA or ICDR Canada, as applicable, or by the arbitrator. The AAA rules are available online at www.adr.org. The ICDR Canada Canadian Arbitration Rules are available at www.icdr.org/icdrcanada. Except as required by law, neither you or us nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both you and us.
(2) Arbitrator's Authority: For arbitrations before AAA, the arbitrator is bound by the Contract, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. For arbitrations before ICDR Canada, the arbitrator is bound by the Contract, the applicable arbitration legislation, and ICDR Canada's Canadian Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability, or formation of the Contract, including whether it is void. You and we agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA or the applicable Canadian arbitration legislation. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether you or us.
(3) Arbitration Costs: You will be responsible for your share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees you would incur if the claims were filed in court. We will be responsible for all additional arbitration fees. You are responsible for all other costs/fees that you incur in arbitration, e.g., fees for attorneys, expert witnesses, etc. You will not be required to reimburse us for any fees unless the arbitrator finds that the substance of your claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules or ICDR Canada Canadian Arbitration Rules, as applicable, will govern the payment of all fees, and we may seek reasonable attorney's fees, We will pay all fees and costs we are required by law to pay.
(4) Governing Law and Enforcement:
IF YOUR RENTAL LOCATION IS IN THE UNITED STATES – Notwithstanding anything in this Section 11, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. If any portion of this Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. If the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.
IF YOUR RENTAL LOCATION IS IN CANADA - Notwithstanding anything in this Section 11, the domestic arbitration act of the provincial or territorial judicial district of the Rental Location applies to this Dispute Resolution Provision and governs whether a claim is subject to arbitration. If any portion of the Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force effect.

12. Other Terms That Apply to the Rental.

a. Your Agreement to be Bound by the Contract. By signing the Contract or clicking the "I Accept" button at a rental kiosk, via an internet rental, or via online check-in, you agree that you have read, are aware of, accept full responsibility for and are bound by the terms and conditions contained in the Contract, including all documents incorporated by reference in these Additional Terms and Conditions. You agree that electronic signatures have the same force and effect as manual signatures. Except as otherwise stated in the Contract, the Contract is the entire agreement between you and us and cannot be altered by another document, oral agreement, or course of dealing, unless agreed to in writing and signed by you and us.

b. Your Representations to US. You represent that the following statements are true and accurate as of the date of the Contract and throughout the Rental Period, and you understand that we have relied on their truth and accuracy in entering into and performing under the Contract: (i) you are the Renter listed on the Summary, (ii) you have not given us a fictitious name, false address, or false or invalid driver's license, (iii) you have not misrepresented or withheld material facts from us in connection with the rental, (iv) your driver's license and the driver's licenses of any AAD(s) will remain valid for the duration of the Rental Period, (v) you and any AAD(s) intend to use the Vehicle for purposes permitted under the Contract and no other purposes, and (vi) additional in-rental acknowledgements or modifications.

c. Verification of Information. For matters arising from the Contract, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information.

d. Power of Attorney. By entering into the Contract, you grant and appoint us as a Limited Power of Attorney:

  i. To present insurance claims of any type to your insurance carrier and/or credit card company if:
     i. The Vehicle is damaged, lost or stolen during the Rental Period and you fail to pay for any damages; or
     ii. Any liability claims against us arise in connection with this rental transaction and you fail to defend, indemnify and hold us harmless from such claims;
  ii. To sign your name to entitle us to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

e. Severability. If any terms or conditions of the Contract are determined to be unlawful, contrary to public policy, void or unenforceable, all other terms and conditions of the Contract will continue in full force and effect.

f. Headings. The headings of the numbered paragraphs of the Contract are for convenience only, are not part of the Contract and do not in any way limit, modify or amplify the terms and conditions of the Contract.

g. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (866) 225-4284, email mobility@erac.com, or TTY 1 (866) 534-9270.

h. Compliance with Law and Regulations. You recognize that by renting the Vehicle you have control of and are responsible for operating it in compliance with requirements prescribed by any applicable law, including laws passed and enforced by the USDOT or similar governmental entities. It is your sole responsibility to determine what laws apply to you when operating and when in possession of the Vehicle, and for ensuring that any AAD(s) also comply with such laws. You will comply with any request by us to assist in complying with any applicable law, including making the Vehicle available for inspection by any authority. IN ACCORDANCE WITH SUCH APPLICABLE LAW, WE COOPERATE WITH ALL LAW ENFORCEMENT OFFICIALS TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE OUR VEHICLES.

We are an affiliate of Enterprise Holdings Inc., which owns all rights to Enterprise, Alamo, and National Car Rental names and marks. Additional Terms and Conditions updated [1/2/2025]. UNIV.NA.UC25