PIGGYBACK CONTRACT FOR
PASSENGER VEHICLE AND BOX TRUCK RENTALS
STATEWIDE

BY AND BETWEEN
NEW YORK STATE OFFICE OF GENERAL SERVICES
AND
EAN SERVICES LLC

New York State Contract #	**PS70880**
Master Contract #	**PO-10700-00050035**

THIS CONTRACT for establishment of a "piggyback" contract is made between **the People of the State of New York**, acting by and through the Commissioner of General Services (hereinafter "State" or "OGS") whose principal place of business is the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163(10)(e), and **EAN Services LLC** (hereinafter "Contractor" or "Vendor" or "Offerer"), with its principal place of business at 600 Corporate Park Drive, Saint Louis, MO 63105-4204. EAN Services LLC is a disregarded entity of Parent/Owner Enterprise Holdings Inc. Enterprise Holdings Inc.'s Employer Identification Number is 430724835.The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. EAN Services LLC is the entity who holds Contract PS70880 and is fully responsible for performance of duties under Contract PS70880. OGS and Contractor are hereby individually referred to as a "Party" and collectively referred to as "Parties."

Whereas, in accordance with New York State Finance Law §163(10)(e), the Commissioner of OGS (hereinafter "Commissioner") may authorize purchases required by New York State agencies or other authorized purchasers by approving the use of a contract let by any department, agency or instrumentality of the United States government and/or any department, agency, office, political subdivision or instrumentality of any state or states (hereinafter "Issuing Agency");

Whereas, the NASPO ValuePoint Cooperative Purchasing Program (hereinafter "NASPO ValuePoint") and the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("Lead State") has recently let a certain Master Agreement Number PO-10700-00050035 with Contractor for Passenger Vehicle and Box Truck Rentals (hereinafter "Master Contract");

Whereas, NASPO ValuePoint Cooperative Purchasing Program and the Lead State of Oregon amended the Master Contract on August 4, 2025; November 25, 2025, January 20, 2026 to amend various sections in Exhibits 3 and 4 of the Master Contract (hereinafter "Amendment No.1," "Amendment No.2," and "Amendment No.3" respectively);

Whereas, NASPO ValuePoint and the Lead State of Oregon amended the Master Contract on March 17, 2026, to amend Section 3 *Term* of the Master Contract to extend the expiration date of the Master Contract from August 1, 2026 to July 31, 2030 (hereinafter "Amendment No. 4");

Whereas, OGS is a member of NASPO ValuePoint and is therefore authorized to utilize NASPO ValuePoint contracts;

Whereas, OGS Procurement Services (hereinafter "OGS" or "Procurement Services"), on behalf of the Commissioner, finds it necessary and desirable to enter into a contract (hereinafter "Piggyback Contract" or "Contract"), with Contractor for the purchase of specified products or services under the terms and conditions established pursuant to the Master Contract;

Whereas, OGS provided notification of its intention to enter into this Piggyback Contract with Contractor by placing a notice in the August 14, 2024 edition of the New York State Contract Reporter; and

Whereas, the Contract will be established and designated as an OGS Centralized Contract, and made available to all Authorized Users, as that term is defined in State Finance Law § 163(1)(k).

Now Therefore, by completing and signing this Piggyback Contract, Contractor is willing and able to enter into a contract and authorizes OGS to process the Piggyback Contract and provide notification to Authorized Users regarding the availability of this Piggyback Contract.

1. INTRODUCTION

1.1 OVERVIEW AND SCOPE

This document sets forth the terms and conditions governing acquisitions under this Piggyback Contract for use by Authorized Users. All the terms, conditions, covenants and representations contained herein and in the Master Contract, except as modified by this Piggyback Contract, are hereby incorporated by reference and deemed to be a part of this Piggyback Contract as if fully set forth at length herein. The terms and conditions of this Piggyback Contract shall supersede any conflicting terms and conditions set forth in the Master Contract.

The scope of this Piggyback Contract includes all Services approved for inclusion in the Master Contract.

The Master Contract is expressly amended as noted in Section 2.2, Modifications and Additions to the Master Agreement below.

1.2 ESTIMATED QUANTITIES

This Piggyback Contract will be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Piggyback Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Services and pricing that best meet their needs in the most practical and economical manner. See Appendix B *Estimated/Specific Quantity Contracts* and *Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under this Piggyback Contract to vary substantially from any estimates. Such factors include, but are not limited to, the following:

- This Piggyback Contract may be a non-exclusive contract;
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of this Piggyback Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period;
- The State reserves the right to terminate this Piggyback Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of this Piggyback Contract;
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated; and
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By execution of this Piggyback Contract Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of this Piggyback Contract could vary substantially from any estimates provided in this Piggyback Contract or previous purchases.

1.3 NYS COMPTROLLER APPROVAL

In accordance with Section 112 of the State Finance Law, this Contract shall not be valid, effective or binding upon the State until such Contract has been approved by the Office of the New York State Comptroller (“OSC”). Purchase orders or other procurement transactions issued under such Contract(s) may also be subject to OSC approval.

2. CONTRACT TERMS AND CONDITIONS

This section sets forth the terms and conditions of the Contract.

2.1 CONTRACT DOCUMENTS AND CONFLICT OF TERMS

This Piggyback Contract shall incorporate the following appendices and attachments as fully as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Piggyback Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence.

A. Appendix A – *Standard Clauses for NYS Contracts* (June 2023);
B. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions* (October 2023) to the extent applicable;
C. Piggyback Contract (This Document);
D. Appendix B – *General Specifications* (April 2016)to the extent applicable;
E. Attachment 1 – *Pricing*;
F. Attachment 2 – *Insurance Requirements*;
G. Attachment 3 – *Report of Contract Usage*;
H. Master Contract PO-10700-00050035 and any amendments thereto; and
I. Master Contract Exhibit 6 –Representative Sample of Rental Contract.

2.2 MODIFICATIONS AND ADDITIONS TO MASTER CONTRACT

A. Exhibit 1, Section 1 Definitions, of the Master Contract, is modified for the following terms:

"Authorized User Data" is modified to add the following: Authorized User retains ownership of all its information and data (Authorized User Data) that Authorized User delivers to Contractor in connection with the utilization of the Services. Contractor may use Authorized User Data for the purposes of providing Services under this Contract and in accordance with Contractor's privacy policy and the Rental Agreement. In all instances, Contractor shall use and maintain Authorized User Data in accordance with all applicable laws, including all applicable data privacy laws and laws relating to the protection of personally identifiable information.

The term "Master Agreement" may also be referred to as "Master Contract," both of which shall refer to the NASPO Master Agreement.

"Monthly" shall be added to the definitions and shall reflect the price of a rental for (30) thirty calendar days.

B. Exhibit 1, Section 6 *Pricing and Payment* of the Master Contract is amended to include the following: Contractor shall offer Services for Passenger Vehicle and Box Trucks to Purchasing Entities at the not-to-exceed pricing as set forth in OGS Contract PS70880 Attachment 1- *Pricing*.

C. Exhibit 3, Section 1.12 *Vehicle Pick Up/Return* of the Master Contract, is amended to add the following:

VEHICLE DELIVERY AND PICK-UP/RETURN SERVICE: For all non-airport locations the Contractor will provide free vehicle delivery and pick-up/return service to and from renter's office or home for up to 15 miles one way. After making the reservation, the renter should contact the location to make the arrangement to be picked up. Additional charges may apply if you make changes to your booking within one hour of the scheduled drop-off time. The vehicle delivery and pick-up/return service shall not require the renter to return to the rental office for any reason, whatsoever. The delivery will allow the renter to complete any necessary paperwork at the point of delivery (examples may include office or home) and depart from that location.

EARLY PICK-UP/AFTER HOURS DROP-OFF: Contractor will provide early-pick-up service at no additional charge to renters on any day prior to the day of actual rental. User may pick up vehicle during the final hour of branch location standard office hours on the day prior to the rental day. At locations where available, contractor will provide a means for after-hours and weekend vehicle return such as key drop boxes at no additional charge.

PERSONAL VEHICLE PARKING: Is not allowed at non-airport locations. In lieu of personal vehicle parking the contractor shall offer remote vehicle delivery and pick-up/return as described above, at no cost.

D. Exhibit 3, Section 1.15.1 *Round Trip Rentals* of the Master Contract is amended to include: Authorized User is

specifically authorized to drive rental vehicles and box trucks roundtrip to Canada. Authorized Users are not allowed to drive rental vehicles or box trucks to any other country. Contractor specifically agrees that no additional fees (e.g., additional insurances, roadside assistance, etc.) will be charged for these trips.

E. ALBANY, New York-Branch Location: Contractor will provide a Branch location with proximity to the Empire State Plaza located in Albany, NY.

F. DROP FEES. Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of New York shall be $25.00.

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

H. The Parties agree that the following sections of Exhibit 6 *Representative Sample of Rental Contract* shall not apply to this Piggyback Contract:
   1. Introductory paragraph, second sentence, is amended to delete the following: "as well as the description of potential fees and charges you may be required to pay (the "Fee Schedule") https://www.enterprise.com/fees".
   2. Section 2 (b) *Additional Charges*.
   3. Section 2 (c) *Toll and Related Fees*, is amended to remove the following: "www.tollpassgo.com".
   4. Section 6 (c) *Limitation of Remedy/ No Consequential Damages.*
   5. Section 11 (a) *Choice of Law*.
   6. Section 11 (b) *Dispute Resolution Provision – Mandatory Arbitration Agreement.*
   7. Section 12 (a) *Your Agreement to be Bound by the Contract.*
   8. Section 12 (d) *Power of Attorney*.

2.3 APPLICABLE LAW

Notwithstanding any terms and conditions in the Master Contract to the contrary, this Piggyback Contract shall be governed by the laws of the State of New York. See Appendix A Section 14 Governing Law. Any claims or actions regarding this Piggyback Contract brought by Contractor against the State shall be brought in a court of competent jurisdiction of the State of New York. See Appendix A Section 16 No Arbitration.

2.4 INDEMNIFICATION BY THE STATE OR AN AUTHORIZED USER

Notwithstanding any terms and conditions in the Master Contract to the contrary, indemnification of the Contractor by the State or an Authorized User is prohibited under the Contract.

2.5 CONTRACT TERM AND EXTENSIONS

The term of this Piggyback Contract shall begin on the date of approval by OSC, pursuant to Section 1.3 NYS Comptroller Approval, and shall end upon the expiration or termination of the Master Contract, subject to OGS' right to terminate this Piggyback Contract as provided herein. The term of this Piggyback Contract shall be deemed extended whenever the term of the Master Contract is extended, without the need for the Parties to execute an extension or amendment to this Piggyback Contract.

2.6 PRICE

The price for Services shall either be at the agreed-upon discounts and service rates listed in Attachment 1 – *Pricing* Passenger Vehicle Types, Rates and Locations and Box Truck Types, Rates and Locations, or at a price that is more advantageous to the Authorized User.

Any discounts, pricing or Services offered on the OGS Piggyback Contract or included on an Authorized User invoice must be set forth within the Master Contract Price list or in another Master Contract document and shall be

disclosed to and agreed upon in advance by Authorized User.

Any rates for services set forth in Exhibit 6, Additional Terms and Conditions, of the Master Contract, are specifically excluded from this Piggyback Agreement.

2.7 PRICE AND PRODUCT UPDATES

The Attachment 1 – *Pricing* set forth in the Contract may be updated from time to time, without a Contract amendment, to reflect Contractor discount or price changes, and the addition/deletion of Products, that have been approved for the Master Contract pricelist (Exhibit 3.1 (for Passenger Vehicles) and Exhibits 4 and 4.1 (for Box Trucks)) or that have been approved by OGS (for Potential Fees). Contractor must notify OGS when the Master Contract holder has approved a Master Contract pricelist update and provide OGS with an electronic copy of the approval and the approved updated pricelist or discount structure, as applicable. Updates to Attachment 1 – *Pricing* shall not be effective until posted on the OGS website for this Contract.

2.8 BEST PRICING OFFER

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

2.9 CATALOGS AND PRICE SHEETS

Catalogs and price lists shall be provided in accordance with the terms of the Master Contract. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

2.10 PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

The following summary of procurement instructions for Authorized Users shall be published on the OGS website for the resultant Contract Award as a stand-alone document separate from the Contract. OGS reserves the right provide additional Authorized User instructions in the stand-alone document, and to change the instructions in the stand-alone document, once published, in non-material and substantive ways without seeking a Contract amendment.

A. When utilizing the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should also hold the Contractor accountable for compliance with Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

   - A statement of need and associated requirements;
   - Obtaining all necessary prior approvals;
   - A summary of the Contract alternatives considered for the purchase, if any; and
   - The reasons supporting the resulting purchase (e.g., show that the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

B. The Contracts resulting from this Solicitation will be Centralized Contracts issued under a multiple award structure. Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State. Authorized Users are also encouraged to seek better than Contract pricing for all items, especially when purchasing in volume, as Contractors may not automatically offer volume discounts.

2.11 ORDERING

Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, or e-mail at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

2.12 PURCHASING CARD ORDERS

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees.

2.13 MINIMUM ORDER

If the Master Contract contains minimum order quantities or values, Contractor may elect to honor orders for less than the minimum order.

If the Master Contract does not contain minimum order quantities or values, then there are no minimum order quantities under this Piggyback Contract.

2.14 INVOICING AND PAYMENT

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/nys-vendors.

2.15 PROMPT PAYMENTS

Appendix B *Prompt Payments*, applies to this Piggyback Contract. The parties acknowledge that Article 11-A of the State Finance Law requires payments to small businesses to be made within 15 days if the conditions set forth therein are met.

The Federal Prompt Payment Act (or any other law governing payment terms incorporated in the Master Contract) does

not apply to the Piggyback Contract regardless of customer.

2.16 PRODUCT RETURNS AND EXCHANGES

In addition to the provisions of Appendix B *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 business days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

2.17 CONTRACT ADMINISTRATION

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/NYS holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth on the Contract Award Notification (CAN) and on the Contractor Information page for this Contract, which will be posted on the OGS website. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

2.18 NYS FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

Further information regarding business processes, interfaces, and file layouts currently in place may be found at: http://www.sfs.ny.gov and https://www.osc.ny.gov/state-agencies/gfo/chapter-iii/iii1-statewide-financial-system-sfs-overview.

2.19 CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 2 – *Insurance Requirements*.

2.20 REPORT OF CONTRACT USAGE

Contractor shall submit Attachment 3 – *Report of Contract Usage* or in another format acceptable to OGS which includes total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, no later than 60 days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBEs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 3 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made less than $100,000 in sales to any Authorized User under the Contract for the prior year. The Contract may also be terminated for failure to file the reports required under this Section. Termination of the Contract under this Section is in addition to Appendix B *Termination*, and shall take effect upon written notification to the Contractor.

Contractor shall also make the report or the information therein available to NASPO ValuePoint upon request in accordance with the Master Contract.

OGS reserves the right to change the format of the Report of Contract Usage without amending the Contract.

2.21 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of
$100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that

minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: https://ny.newnycontracts.com.

2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs

can be viewed at: https://ny.newnycontracts.com/. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/MWBE. Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

2.22 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/Veterans/.

2.23 USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Piggyback Contract. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B *Remanufactured, Recycled, Recyclable or Recovered Materials*.

2.24 BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs. The following applies to Product packaging, if applicable:

A. Packaging is REQUIRED to have the following sustainability attributes:

1. Pursuant to NYS Hazardous Packaging Law Section 37-0205, the vendor is prohibited from offering packaging or packaging components (inks, dyes, pigments, adhesives, stabilizers, or any other additives) with lead, cadmium, mercury, or hexavalent chromium at concentration levels exceeding 100 parts per million by weight (0.01%).

2. Pursuant to NYS Expanded Polystyrene Foam Container and Loose Packaging Law Section 27-3003, the vendor is prohibited from offering polystyrene loose fill packaging.

B. Verification of Packaging Requirements

At the request of OGS or the Authorized User, the Contractor must provide verification of compliance with one (1) or more of the required sustainability attributes for packaging. OGS and the Authorized User also reserve the right to request information documenting other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

2.25 SURPLUS/TAKE-BACK/RECYCLING

The Contractor is encouraged to offer Product and packaging takeback and recycling services for its Products and manufacturers must offer such services for electronic equipment (see Paragraph C below). Takeback services may include those offered by the manufacturer or the Contractor. When offered, the Contractor should provide the OGS Contract Manager with, at a minimum, a list of accepted Products and packaging materials, estimated pricing (if applicable), and contact information for the service.

A. A State agency is reminded of its obligation to comply with the NY State Finance Law §167, Transfer and Disposal of Personal Property, and §168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

B. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Paragraph C below for specific requirements governing electronic equipment recycling.

C. The NYS Department of Environmental Conservation (“DEC”) Electronic Equipment Recycling and Reuse Act (“Act”) (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology ("NIST") Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

2.26 ENVIRONMENTAL SUSTAINABILITY AND NYS EXECUTIVE ORDER NUMBER 22

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 *Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program* ("EO 22"), requires State Agencies, authorities, and public benefit corporations ("Affected Entities") to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at https://ogs.ny.gov/greenny-purchasing-requirements-and-tools for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A. GreenNY Specifications

A list of GreenNY specifications is located on the OGS website at https://ogs.ny.gov/greenny/approved-greenny-specifications. Specification(s) currently applicable to this Contract for Passenger Vehicle Rentals is located on the OGS website at: https://ogs.ny.gov/greenny/passenger-vehicles.

B. Product Labeling per GreenNY Specifications (If Applicable)

Over the life of the Contract, the Contractor must label the environmental attributes of all environmentally preferable Products per the GreenNY specifications, or other applicable environmental specifications for this Contract, on its Contract pricelist (see Attachment 1 – *Pricing*), and in any catalogs, marketing materials, or online ordering portal associated with this Contract.

Contractor shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 2.20 *Report of Contract Usage*), in the format requested by OGS.

All claims made about the environmental attributes of the Products and packaging offered shall be consistent with the Federal Trade Commission's (FTC's) *Guidelines for the Use of Environmental Marketing Terms*. The State of New York reserves the right to require the Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authorized User under this Contract.

C. Verification of Contractor Compliance with GreenNY Requirements and Other Environmental Claims (If Applicable)

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s), minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserve the right to request information documenting the Product and packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

2.27 CONSUMER PRODUCTS CONTAINING MERCURY

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law

regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Piggyback Contract.

2.28 DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

2.29 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with Section 889 of the National Defense Authorization Act (NDAA) for fiscal year 2019, under this Contract or subcontract thereunder, Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.

2.30 OVERLAPPING CONTRACT PRODUCTS

Products/services available under this Piggyback Contract may also be available from other New York State contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

2.31 NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Piggyback Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Piggyback Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Activity under the Piggyback Contract may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Piggyback Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Piggyback Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Piggyback Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies
for breach.

In no case shall such termination of the Piggyback Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

2.32 "OGS OR LESS" GUIDELINES

Purchases of the Services included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Services from sources other than the Contractor provided that such Services are substantially similar in form, function or utility to the Services herein and are
(1) lower in price and/or
(2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

2.33 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

2.34 NEW ACCOUNTS

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

2.35 CONTRACT MODIFICATIONS

A. Piggyback Contract Modifications
Any modifications to this Piggyback Contract, must be made by an instrument in writing executed by the Parties, and subject to approval by OSC.

B. Master Contract Modifications
Contractor shall submit copies of any modifications to the Master Contract terms and conditions to OGS for review prior to enactment. Subject to approval by OSC, if required, OGS may accept a modification to the Master Contract in full. If the Master Contract modification requires a modification to this Contract, it shall be made in accordance with Paragraph A above. See Section 2.7 *Price and Product Updates* above, for modifications to the Master Contract pricelist.

C. Authorized Users
An Authorized User shall not have the authority to accept any requests for modifications to the Piggyback Contract, which must be handled as outlined in Paragraph A of this section. However, in accordance with Appendix B *Modification of Contract Terms*, in a specific transaction an Authorized User shall have the authority to accept an offer from Contractor for more advantageous terms and pricing than those provided under this Piggyback Contract.

2.36 CONTRACT DOCUMENTS; ELECTRONIC FORMAT

OGS requires Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents that require original signatures. Documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Contractor is responsible for retaining all copies and originals (if applicable) of documents submitted to OGS for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the contract has ended. This requirement includes both electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Contractor shall

submit such retained documents to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the bid and Contract that it has retained to the successor Contractor (transferee/assignee) upon OGS consent to the assignment.

3. GENERAL PROVISIONS

3.1 NOTICES

Unless otherwise provided in the Contract, notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments ("Notices") given pursuant to this Contract shall be in writing to the Parties' respective representative and shall be validly given when e-mailed, mailed by registered or certified mail, or hand delivered.

Any Notice for Contractor shall be sent to the following: EAN Services, LLC
Attn: General Counsel
600 Corporate Park
Drive St. Louis, MO
63105

With a copy to:
Ryan Benhoff
GPOCommunications@ehi.com

The Parties may, from time to time, specify any address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. Contact information for the designated individuals will be set forth on the Contract Award Notification (CAN) and on the Contractor Information page for this Contract, which will be posted on the OGS website.

3.2 CAPTIONS

The captions contained in this Piggyback Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

3.3 SEVERABILITY

If any provision of this Piggyback Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Piggyback Contract, which shall be enforced and interpreted as if such provision was never included in the Piggyback Contract.

3.4 COUNTERPARTS

This Piggyback Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract. Any signature page of any such counterpart may be attached or appended to any counterpart to complete a fully executed counterpart of this Contract, and shall bind such party.

3.5 ENTIRE AGREEMENT

This Piggyback Contract and the referenced appendices and attachments constitute the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and the Piggyback Contract shall not be changed, modified or altered in any manner except as provided in Section 2.35 of this Piggyback Contract, *Contract Modifications*.

IN WITNESS WHEREOF, the Parties have executed this Piggyback Contract as of the date last written below, and the Piggyback Contract shall become effective and binding on the date of OSC approval. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Piggyback Contract being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Piggyback Contract, Appendix A *Standard Clauses For New York State Contracts* (June 2023), Appendix B *General Specifications* (April 2016) as applicable to Contractor's rental vehicle services, and State Finance Law § 139-j and § 139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law § 139-j(3) and § 139-j(6)(b).

CONTRACTOR

Signature: [signature]

Printed Name: Matthew Morrison

Title: Assistant Secretary

Date: August 11, 2026

Company Name: EAN Services, LLC

Federal ID: 261186485

NYS Vendor ID: 1100337028

THE PEOPLE OF THE STATE OF NEW YORK, ACTING BY AND THROUGH THE COMMISSIONER OF GENERAL SERVICES

Signature: [signature]

Printed Name: Michelle St.Jock

Title: Assistant Director

Date: 8/20/2026

Office of General Services

NEW YORK STATE OFFICE OF THE STATE COMPTROLLER

APPROVED
DEPT. OF AUDIT & CONTROL

Oct 22 2026
James M. Iwaneczko

FOR THE STATE COMPTROLLER

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF Missouri }

: **ss:**

COUNTY OF Saint Louis }

On the 11th day of August in the year 20 26 , before me personally appeared Matthew Morrison, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at 600 Corporate Park Drive, St. Louis, MO 63105

and further that:

[Check One]

(☐ **If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐ **If a corporation):** _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐ **If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☒ **If a limited liability company):** _he is a duly authorized member of EAN Services, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

BARBARA M. BARNETT
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 05747533
My Commission Expires 09-02-2028

Barbara M Barnett

Signature of Notary Public

Notary Public Registration No. 05747533 **State** Missouri

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B

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To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

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GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

1. **Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.

2. **Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. **Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. **Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. **Contract Award Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

***l.* ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

***ll.* VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US$). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. CONFIDENTIAL/TRADE SECRET MATERIALS

a. BIDDER/CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "**Or Equal**" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

"Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) GSA Changes: Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State's Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner's decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS
Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at **www.osc.state.ny.us**, by e-mail at **HelpDesk@sfs.ny.gov**, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contactor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars ($500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING
Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(**ii) Custom Products**: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third–Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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APPENDIX C

Authorized users that may want to seek federal funds from the federal funding agencies for the purchase of goods or services during a declared disaster are advised that federal funding agencies require particular terms and conditions be included in the contract for those goods and services. For the convenience of authorized users, those terms and conditions are set out below and can also be found at the FEMA website.

Authorized users of statewide contracts should consider adding this language to future purchase orders and secondary level competitions (often referred to as RFQs or mini- bids), unless the language is already attached to the statewide contract. State agencies making purchases to respond to disasters through a vehicle other than a centralized contract are required by Section H.6. of Budget Bulletin H-501R to include these and other terms into their contracts using the Appendix set forth in the Budget Bulletin.

Federal Funding Agency Mandatory Terms and Conditions

The following provisions are required by federal funding agencies in order for expenditures by Authorized Users to be eligible for federal reimbursement in the event of a State declaration of disaster emergency pursuant to Section 28 of the Executive Law.

1. REMEDIES

Remedies for Contractor failure to observe or perform any term or condition shall be as provided in the OGS centralized contract (if applicable), including all appendices.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Termination for cause and convenience will be in accordance with Termination, Appendix B, General Specifications, if a statewide centralized contract, and Section 5, Copeland Anti-Kickback Act, of this document and/or the rules and regulations of your governing authority.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, OGS centralized contract (if applicable) or any purchase by an Authorized User, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed byor on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the OGS centralized contract or with any of the said rules, regulations, or orders, the OGS centralized contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Authorized User further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Authorized User so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Authorized User agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Authorized User further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Authorized User agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Authorized User under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Authorized User; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT. (Applicable to all construction contracts in excess of ($2000)

A. If applicable, all transactions regarding the OGS centralized contract or any purchase by an Authorized User shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. Additionally, Contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT. (Applicable to all construction contracts in excess of ($2000)

A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. (Applicable to all contracts in excess of $100,000 that involve employment of mechanics and laborers)

A. Overtime requirements. No Contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The Authorized User shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Agreement with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

All such rights shall be addressed in accordance with Ownership/Title to Project Deliverables, Appendix B, General Specifications.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. (Applicable to all contracts in excess of $150,000)

Clean Air Act

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

B. The Contractor agrees to report each violation to the contract manager or the Office of General Services and the Authorized User if a statewide centralized contract and understands and agrees that the Office of General Services or the Authorized User will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

Federal Water Pollution Control Act

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the Office of General Servicesand Authorized User and understands and agrees that the Office of General Services or the Authorized User will, in turn, report each

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violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

9. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the State or Authorized User. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or an Authorized User, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

If the OGS centralized contract or any purchase by an Authorized User has a value of $100,000 or more, Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A. Required Certification. If applicable, Contractors must sign and submit to the State the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, EAN Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Signed by: Matthew Morrison AA1829FFBAC9414...

Name of Contractor's Authorized Official Matthew Morrison

Title of Official Assistant Secretary Date: September 11, 2025 | 2:35 PM PD

11. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. ACCESS TO RECORDS

A. The Contractor agrees to provide the Office of General Services or the Authorized User, the Federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the Federal funding agency or its authorized representatives access to construction or other work sites pertaining to the workbeing completed under the contract.

D. The State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal funding agency or the Comptroller General of the United States.

13. CHANGES

Amendments to this contract shall be in accordance with the terms of the OGS centralized contract.

14. FEDERAL SEAL(S), LOGOS, AND FLAGS

The Contractor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Federal funding agency financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA or other federal agency policies, procedures, and directives.

16. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract or any purchase by an Authorized User and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract or any purchase by an Authorized User.

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract or any purchase by an Authorized User.

18. FEDERAL DEBT

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

19. CONFLICTS OF INTEREST

The Contractor shall notify the Office of General Services and Authorized User as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Office of General Services and Authorized User is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the Office of General Services and Authorized User to fully assess and address the actual or potential conflict of interest.

20. U.S. EXECUTIVE ORDER 13224

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

Attachment 1 - Pricing Rates and Passenger Vehicle Types EAN Services LLC - Contract PS70880				
Vehicle Types	**Options**	**Daily Rate for rentals from 1-6 days, per 24 hour period**	**Weekly rate for 7 days at 6 x the Daily rate**	**Monthly rate 24 x the Daily Rate**
Sedans	Economy	$40.00	$240.00	$960.00
Sedans	Compact	$40.00	$240.00	$960.00
Sedans	Intermediate	$40.00	$240.00	$960.00
Sedans	Standard	$42.00	$252.00	$1,008.00
Sedans	Full Size	$44.00	$264.00	$1,056.00
Sedans	One Way Rental	$88.00	Not applicable	Not applicable
Passenger Vans	Mini Van	$75.25	$451.50	$1,806.00
Passenger Vans	12 Passenger Van	$134.51	$807.06	$3,228.24
SUV's	Mid/Standard SUV	$71.75	$430.50	$1,722.00
SUV's	Full Size/Premium SUV	$95.00	$570.00	$2,280.00
Pick-Ups	Small Pick Up Truck	$99.50	$597.00	$2,388.00
Pick-Ups	Large Pick Up Truck	$99.50	$597.00	$2,388.00
Other	Premium	$92.00	$552.00	$2,208.00
Other	Jeep/Crossover	$75.25	$451.50	$1,806.00
Other	Convertible	$92.00	$552.00	$2,208.00
Other	Compact Hybrid	Not offered	Not offered	Not offered
Other	Intermediate Hybrid	$57.00	$342.00	$1,368.00
Other	Full Size Hybrid	$59.00	$354.00	$1,416.00
Other	15 Passenger Van	$154.35	$926.10	$3,704.40
Other	Electric Vehicles Sedan	$85.00	$510.00	$2,040.00
Other	(Premium SUV) For clarity, rates listed in above cost sheet are only for Large SUV	$105.00	$630.00	$2,520.00
Other	Intermediate SUV	$55.00	$330.00	$1,320.00
Other	Compact SUV	$49.00	$294.00	$1,176.00
Other	Luxury Car	$95.00	$570.00	$2,280.00

EAN Services LLC - Additional Services Offered	
Mileage Charge	Rates include unlimited mileage for all vehicle classes except small/large pickup trucks, and 12- and 15-passenger vans, each of which include 150 free miles per day, 750 free miles per week, and 3,000 free miles per month, as applicable. Any additional miles will incur an additional charge of $.20 cents per mile.
Personal Vehicle Parking	Is NOT allowed at non-airport locations. In lieu of personal vehicle parking the contractor shall offer remote vehicle delivery and pick-up/return as described in Vehicle Delivery and Pick-up Return Service at no cost.
Early Pick-Up/After Hours Drop-Off	On any day prior to the day of actual rental contractor will provide early pick-up service at no charge. User may pick-up the vehicle during the final hour of branch location standard office hours on the day prior to the rental day. At locations where available, contractor will provide a means for after-hours and weekend vehicle return such as key drop boxes at no additional charge.
Vehicle Delivery and Pick-Up Return	For all non-airport locations the Contractor will provide free vehicle delivery and pick-up return service to and from renter's office or home for up to 15 miles one-way. After making the reservation, the renter should contact the location to make the arrangement to be picked up. Additional charges may apply if you make changes to your booking within one hour of the scheduled drop-off time. These services will not require the renter to return to the rental office for any reason. The delivery (examples may include office or home) will allow the renter to complete any necessary paperwork a the point of delivery and depart from that location.

EAN Services LLC - Additional Services Offered	
Scheduled One-Way Rental Mileage Charge	Scheduled One-Way Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be $0.40 per mile. Additionally, the drop fee for home city or non-airport in-state one-way rentals (i.e., vehicles picked up and dropped off in the same state) in the State of New York shall be $25.00.
Out of Country Travel	Authorized User is specifically authorized to drive rental vehicles and box trucks roundtrip to Canada. Authorized Users are not allowed to drive rental vehicles or box trucks to any other country. Contractor specifically agrees that no additional fees (e.g., additional insurance, roadside assistance, etc.) will be charged for these trips.
Roadside Assistance	Basic roadside vehicle support services are included, and cover vehicle repairs and/or vehicle exchanges necessary as the result of mechanical failures. Costs for services required to remedy customer induced problems or problems resulting from an accident/collision may be passed onto the customer.
Roadside Assistance Protection	Available upon request at the time of rental at $8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.
Toll Pass Devices	Available upon request, rates vary by region and are subject to change.
E-Z Pass	A personal E-Z Pass may be used, but you are responsible for any charges if the tolls do not register. A personal E-Z Pass cannot be funded by a State-issued T or NET card. Remember to keep your E-Z Pass statement for expense reporting.

Attachment 1 - Pricing EAN Services LLC - Contract PS70880	
Amount	**Daily Surcharges National Brand**
$3.00	Richmond
$5.00	IL (Excluding Chicago); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis
$8.00	Manchester; Salt Lake City; Seattle
$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank: Charleston; WV; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls; Vail
$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; San Francisco East Bay; Santa Rosa.
$15.00	AK; HI Home City; Boston; Chicago; L.A. International Airport; Midland, TX
$16.00	Oakland; San Jose
$20.00	San Francisco (including SFO, Peninsula, unless otherwise indicated); MT; ND; Rapid City (RAP)
$15.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN); Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island; NYC/CT/NJ Metro (including Westchester Home-City, Stamford, and Jersey City)

Amount	Daily Surcharges Enterprise Brand (Airports Only)
$3.00	Richmond
$5.00	IL (Excluding Chicago); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis
$8.00	Manchester; Salt Lake City; Seattle
$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls
$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; Santa Rosa
$15.00	Boston Airports; Chicago Airports; L.A. International Airport; Midland, TX
$16.00	Oakland; San Jose
$20.00	San Francisco Airports; MT Airports; ND Airports; Rapid City (RAP)
$15.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN)

Amount	Daily Surcharges Enterprise Brand (Airport, except those noted above, and Home-City Locations)
$5.00	Seattle
$10.00	Mt Home-City; ND Home-City; NE (excluding Omaha and Lincoln): PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson): Bemidji, MN, Elko; Las Vegas Strip
$12.00	DC Metro; L.A. Home-City and West L.A Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City
$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
$16.00	San Francisco South Bay Home-City
$10.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
$15.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

Attachment 1 - Pricing International Rates
EAN Services LLC - Contract PS70880

*Authorized Users are permitted roundtrip rentals to Canada only, vehicle and truck rental to other countries is prohibited.

BPRI Rates:

In countries not specifically scheduled under the Master Agreement, Purchasing Entity and Authorized User have the opportunity to use their applicable account number to book BPRI Rates (defined below)

For clarity, BPRI Rates are not applicable or available in any country that has a specific rate schedule under the Master Agreement.

“BPRI Rates” means daily rental rates for the Brands, which are inclusive of Damage Waiver (or a comparable product) where offered by the Renting Entity with an excess or deductible in an amount determined by the Renting Entity. BPRI Rates for rentals also include any minimum third-party liability insurance or other form of financial responsibility as may be required by law in the applicable jurisdiction (priority and applicability of coverage is regulated by the controlling jurisdictional law).

BPRI Rates are subject to change on January 1st each year (or such other time as EAN may determine in its sole discretion) without notice.

BPRI Rates are subject to the terms and conditions at the Renting Entity location.

Attachment 1 - Pricing Rates and Box Truck Types - $1M Liability Rate Plan EAN Services LLC - Contract PS70880					
Truck/Van Types	**Options**	**Daily Rate for rentals from 1-6 days Per 24-hour period.**	**Weekly Rate for 7 days at 6 x the Daily Rate**	**Monthly rate 24 x the Daily Rate**	**Additional Per Mile Charge**
Box Trucks (No lift gate)	12 feet long, minimum 3,000 payload	$91.80	$550.80	$2,203.20	$0.14
Box Trucks (No lift gate)	15 feet long, minimum 3,500 payload	$100.35	$602.10	$2,408.40	$0.14
Box Trucks (No lift gate)	16 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14
Box Trucks (No lift gate)	20 feet long, minimum 9,000 payload	$109.85	$659.10	$2,636.40	$0.14
Box Trucks (No lift gate)	26 feet long, minimum 9,000 payload	$118.40	$710.40	$2,841.60	$0.14
Box Trucks (With Lift Gates)	15 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14
Box Trucks (With Lift Gates)	16 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14
Box Trucks (With Lift Gates)	20 feet long, minimum 9,000 payload	$109.85	$659.10	$2,636.40	$0.14
Box Trucks (With Lift Gates)	26 feet long, minimum 9,000 payload	$118.40	$710.40	$2,841.60	$0.14
Pick Up Trucks	Heavy Duty Pick up (3/4ton)	$99.30	$595.80	$2,383.20	$0.20
Pick Up Trucks	Heavy Duty Pick up (1 ton)	$108.03	$648.18	$2,592.72	$0.20

Attachment 1 - Pricing Rates and Box Truck Types - $1M Liability Rate Plan EAN Services LLC - Contract PS70880					
Truck/Van Types	**Options**	**Daily Rate for rentals from 1-6 days Per 24-hour period.**	**Weekly Rate for 7 days at 6 x the Daily Rate**	**Monthly rate 24 x the Daily Rate**	**Additional Per Mile Charge**
Other Rentals Available	Standard Cargo Van	$88.63	$531.78	$2,127.12	$0.20
Other Trucks/Vans Available	12 Ft Stake Bed	$109.85	$659.10	$2,636.40	$0.14
Other Trucks/Vans Available	Stake Class 4/5 Conventional	$109.85	$659.10	$2,636.40	$0.14
Other Trucks/Vans Available	16 Ft Stake Bed	$109.85	$659.10	$2,636.40	$0.14
Other Trucks/Vans Available	24 Ft Stake Bed	$119.35	$716.10	$2,864.40	$0.14
Other Trucks/Vans Available	26 Ft Stake Bed	$119.35	$716.10	$2,864.40	$0.14
Other Trucks/Vans Available	3/4 Ton Pickup 4WD Diesel	$103.18	$619.08	$2,476.32	$0.20
Other Trucks/Vans Available	1 Ton Pickup Truck 4WD Diesel	$111.91	$671.46	$2,685.84	$0.20
Other Trucks/Vans Available	Mini Cargo Van	$85.72	$514.32	$2,057.28	$0.20
Other Trucks/Vans Available	Heavy Duty Cargo Van	$90.57	$543.42	$2,173.68	$0.20
Other Trucks/Vans Available	Heavy Duty XL Cargo Van	$92.51	$555.06	$2,220.24	$0.20
Other Trucks/Vans Available	Hi-Roof cargo Van	$97.36	$584.16	$2,336.64	$0.20
Other Trucks/Vans Available	24 Ft box Truck with lift gate	$114.60	$687.60	$2,750.40	$0.14
Other Trucks/Vans Available	Gooseneck Class 4/5 Conventional	$124.50	$747.00	$2,988.00	$0.20

Attachment 1 - Pricing Rates and Box Truck Types - $1M Liability Rate Plan EAN Services LLC - Contract PS70880					
Truck/Van Types	**Options**	**Daily Rate for rentals from 1-6 days Per 24-hour period.**	**Weekly Rate for 7 days at 6 x the Daily Rate**	**Monthly rate 24 x the Daily Rate**	**Additional Per Mile Charge**
Other Trucks/Vans Available	Dump Body Class 4/5 Conventional	$132.83	$796.98	$3,187.92	$0.20
Other Trucks/Vans Available	Utility/Service Body	$124.50	$747.00	$2,988.00	$0.20
Other Trucks/Vans Available	Utility/Service Body 4/5 Conventional	$132.83	$796.98	$3,187.92	$0.20
Other Trucks/Vans Available	Hi-Roof cargo Van-Reefer	$153.67	$922.02	$3,688.08	$0.20
Other Trucks/Vans Available	14 Ft. Box Truck-Reefer	$178.67	$1,072.02	$4,288.08	$0.14
Other Trucks/Vans Available	24 Ft. Box Truck-Reefer	$202.00	$1,212.00	$4,848.00	$0.14
Other Trucks/Vans Available	26 Ft. Box Truck-Reefer	$212.00	$1,272.00	$5,088.00	$0.14

EAN Services LLC - Additional Services Offered	
Mileage	The following trucks/Vans have 150 free miles per day, 750 free miles per week and 3,000 free per month include in rates: 3/4 Ton Pickup, 3/4 Ton Diesel, 1 ton Pickup, 1 ton Pickup Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van and Hi-Roof Cargo van.
Liability Protection for Box Truck ONLY	For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of $1,000,000, upon the terms and subject to the limitations set forth in the Master Agreement and this Participating Addendum and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.
Moving Blankets/Pads/ Dollies/Straps	Available upon request, rates vary by region and are subject to change.
Preventative Maintenance included in rental	Limited to oil changes, fluids, filters, normal wear of brakes and tires. Preventative Maintenance does not include repairs required that are result of neglect, abuse, or collision. Repairs to aftermarket equipment and glass are not included.
Retained Responsibility	All Rates listed in cost sheet above include Damage Waiver (DW) with $2,500.00 Retained Responsibility.
Roadside Assistance Protection	Available upon request at $8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.
Telematics	Available upon request, rates vary by region.
E-ZPass	A personal E-ZPass may be used, but you are responsible for any charges if the tolls do not register. A personal E-ZPass cannot be funded by a State-issued T or NET card. Remember to keep your E-ZPass statement for expense reporting.

Amount	Attachment 1 - Pricing Box Truck Daily Surcharges Enterprise Brand EAN Services LLC - Contract PS70880
$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle
$10.00	MT Home-City; ND Home-City; NE (excluding Omaha and Lincoln): PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson): Bemidji, MN, Elko; Las Vegas Strip
$12.00	DC Metro; L.A. Home-City and West L.A. Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City
$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
$16.00	San Francisco South Bay Home-City
$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

Fees and Additional Charges
EAN Services, LLC, Contract PS70880

In addition to the Rates and Passenger Vehicle Types/ Rates and Box Truck Types outlined above, and in connection with its obligation to pay Unpaid Business Use Charges, the State shall be responsible for the potential fees and additional charges (the "Potential Fees") summarized below, as applicable. These Potential Fees are in effect as of the effective date of this Piggyback Contract and may be amended from time to time at the Contractor's discretion, pursuant to Section 2.7 *Price and Product Updates* of the Piggyback Contract. The State agrees to remain responsible for payment of such Potential Fees, as amended from time to time, during the term of the Piggyback Contract.

1. Contractor may charge (i) a Tollpass Service Charge of up to $7.00 per day that a vehicle is driven on a Tollpass Service area covered toll road if a toll collection transponder is pre-installed in the vehicle or tolls are videomonitored (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 the vehicle is driven 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, renters may use toll-free roads, pay tolls with cash (where available), or use any of the other methods described on Contractor's website, or in Contractor's website, or in Contractor's toll brochures. A current list of Tollpass Service area covered roads is available at (877) 765-5201. If a toll road not covered by the Tollpass Service is used, other fines and penalties may apply.
2. The Potential Fees an Authorized User may be required to pay are referenced on the Rental Agreement Fee Schedule outlined below, and are in effect as of the effective date of this Piggyback Contract.
3. Unless otherwise expressly stated in this Contract, all fees over which Contractor has discretion (the "Discretionary Fees") shall be capped at $250 per day per rental. For clarity, Discretionary Fees are limited to those charges that Contractor may elect to impose and include fees for vehicle licensing, optional accessories, carbon offsets, diesel exhaust fluid, telematics, towing, equipment, cleaning, key replacement, roadside assistance, electric vehicle convenience charges for using an authorized charging network, and airport concession charges, as well as the optional Tollpass Service or Tollpass Waiver and the optional Fuel Service Option (each as defined in the Representative Sample of Rental Contract), and any reasonable processing or administrative charges associated therewith.
4. All non-Discretionary Fees (such as government-imposed taxes, tolls, mandatory airport fees, or other third-party charges) shall be passed through to the Authorized User at cost.

Rental Agreement Fee Schedule (the "Fee Schedule")

Below is a list of potential fees that you may be obligated to pay to us under the Contract. Certain of these fees are standardized fees, which will also be listed on the Rental Agreement Summary (the "Summary") while others are additional or optional fees. You will only be required to pay the fees that you incur. You will not be responsible for paying any of the fees listed in this Fee Schedule that you do not incur. Any defined term used in this Fee Schedule that is not defined in this Fee Schedule will have the meaning for that term set out in the Contract. (Updated 6.1.2026)

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Time & Distance Charge	Time & Distance	As listed on the Summary	The time & distance charges listed on the Summary for the Rental Period. The "/hour" charge if shown on the Summary will apply to each full or partial hour in excess of 1 day. The hourly charges will not exceed the cost of 1 additional day. If the Vehicle is returned during non-business hours or to any place other than the Return Location listed in the Summary, all rental charges incurred through the time we check in the Vehicle are your responsibility.	No Notes
Mileage Charge	Not Applicable	As listed on the Summary	The mileage charge, which will apply, per mile, for all miles exceeding any free miles permitted for the Rental Period. Any free miles you have are listed in the Summary.	No Notes
Adjusted Time & Distance Charge	Not Applicable	As incurred	If you return the Vehicle on a date other than the Return Date listed on the Summary, we reserve the right to recalculate the time & distance charges and mileage charge to reflect the actual duration of the rental, which may cause the time & distance charges and mileage charge to be higher than previously estimated.	No Notes
Vehicle Recovery Fee	Not Applicable	As incurred	The fee we charge if you return the Vehicle to a location other than the Return Location.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Unscheduled One-Way Fee / Drop Charge	Not Applicable	The greater of, but will not exceed: a) $300.00 or b) $1.50 per mile between the location you dropped the Vehicle and the Return Location.	The fee we charge if you return the Vehicle to a location other than the Return Location.	No Notes
Optional Accessories	Not Applicable	As listed on the Summary.	The Optional Accessories, services and/or products charges for those items accepted by you for the Rental Period as described in the Summary.	No Notes
Fuel Charge/ Refueling Charge	Fuel Charge/ Refueling Charge	As listed on the Summary multiplied by the difference in the Vehicle's fuel level, as calculated by us.	The fuel charge at the rate shown on the Summary. If you don't purchase the Fuel Service Option, and the Vehicle is returned with less fuel than when it was rented, the fuel charge will be applied to the difference in fuel level (as calculated by us). The difference in fuel level will be calculated based on the difference shown on the fuel gauge (rounded to the nearest 1/8th) between the date you took possession of the Vehicle and the date you return the Vehicle or as determined by a pre-installed Telematics Device in the Vehicle. Unless required by applicable law, you will not receive a refund or credit if the Vehicle is returned with more fuel than when you received it nor will you receive a refund or credit for any unused fuel. The fuel charge is not a retail sale of fuel.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Fuel Service Charge	Not Applicable	As listed on the Summary	The Fuel Service Option, which if you purchase, will change your Fuel Charge to a per-gallon price multiplied by the Vehicle's fuel tank capacity and you will not be charged a Fuel Charge or Refueling Charge when you return the vehicle.	No Notes
Car Class Change Fee	Not Applicable	As listed on the Summary	If you reserve a vehicle and then decide to upgrade the type of vehicle to a superior type of vehicle or request to change to a vehicle class that is otherwise limited in availability (as we in our sole discretion determine), you will be charged a fee to account for this change in car class, which may be charged as a one-time charge or at a per day rate.	No Notes
Electric Vehicle Charge / Electric Vehicle Recharge Fee	Not Applicable	As incurred or, if applicable, as listed on the Summary	If the Vehicle is an electric vehicle (Battery Electric or Plug-in Hybrid Electric), (i) a convenience fee for using an authorized charging network, (ii) the actual charges incurred when using such charging network, and (iii) a fee to recharge if it is returned with less charge than when rented.	No Notes
Verified Carbon Offsets	CO2 OFFSET	As listed on the Summary	The optional Verified Carbon Offsets (CO2 OFFSET) accepted by you are an optional environmental service designed to offset the greenhouse gases emitted by the Vehicle. We send the amounts collected to an independent third-party provider. See www.keystogreen.com for more information. The estimated emissions produced by the Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet. They are not calculated based on the emissions of a particular vehicle.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Diesel Exhaust Fluid	DEF	As listed on the Summary	The Diesel Exhaust Fluid charge (DEF) at the rate shown on the Summary. Diesel Exhaust Fluid is a fluid required in certain vehicles. The DEF will be charged for either: (i) the number of gallons of DEF actually replaced by us if we replace and record the replacement gallons or (ii) the estimated number of gallons used based on the difference in DEF level of the DEF gauge from the time you take possession of the Vehicle to the time it is returned (if the Vehicle is returned with less DEF). You will not receive a refund or credit if the Vehicle is returned with more DEF than when you received it. If you request and the Vehicle is delivered to and/or picked up by you, the DEF level will be measured when the Vehicle is checked out from and returned to the Return Address as shown on the Summary. DEF may be included as a part of miscellaneous charge or preventative maintenance charge on the rental invoice or receipt.	No Notes
Telematics Fee	Not Applicable	As listed on the Summary	The telematics fee (E-manage or E-track) at the rate shown on the Summary for you or another designated party's access to a third-party website or other information tool for you to obtain and use certain data and information regarding the Vehicle, including but not limited to mileage, location, driving activities, movements, and actions. We will not manage or otherwise administer or oversee your use of any such data or information for purposes of managing or remedying you or any AAD's driving.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Additional Authorized Driver Fee	Not Applicable	As listed on the Summary	Fees for AAD(s) other than Authorized Drivers	No Notes
Age Fee	Not Applicable	As listed on the Summary	Fees based on your or an AAD's age.	No Notes
Towing Fee	Not Applicable	As listed on the Summary	The Towing Fee, if permitted as indicated on the Summary, will be the rate shown on the Summary for you to tow anything using the Vehicle	No Notes
Equipment Fees	Varies depending on Equipment	As listed on the Summary	Fees for the sale of equipment, such as boxes, tape, blankets, etc.	No Notes
Cleaning Fee	Not Applicable	As incurred	A cleaning and/or disposal fee if the Vehicle is returned with excessive stains, pet hair/fur, trash, odors or other soilage, or your belongings.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Fines / Tolls / Violations / Processing Fee	Not Applicable	As incurred. A Processing Fee of up to $35 per Fine, Toll, or Violation.	All Fines, Tolls, and Violations incurred during the Rental Period and the related Processing Fees. Specifically, all fines, costs, charges, and attorneys' fees that we, our affiliates or a third party paid will pay for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (the "Fines, Tolls and Violations"). You agree that, without advance notice, we, our affiliates or a third party, may pay all Fines, Tolls and Violations and that such amounts, plus Processing Fees (as defined below), may be collected from you by us, our affiliates or a third party. You agree that your payment may prejudice, waive, and relinquish your ability and right to contest Fines, Tolls and Violations and/or any legal violation underlying the Fines, Tolls, and Violations. You further agree that by your payment of such Fines, Tolls, and Violations you waive and relinquish your ability and right to contest such Fines, Tolls and Violations and/or any legal violation underlying them. We, our affiliates or a third party may assess a fee of up to $35 per Fine, Tolls and Violations (the "Processing Fees") to apply towards all costs incurred in connection with the Fines, Tolls and Violations and their administration.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
At-Fault Towing Charge	Impound/Tow Fee or Miscellaneous Charge	As incurred.	If the Vehicle must be towed during the Rental Period because the key has been lost, there are multiple flat tires, or otherwise due to your or any third party's fault, and the tow is arranged by us, you will be charged an At-Fault Towing Charge, which represents all or part of the actual tow costs. This charge may be adjusted if the actual costs of the tow exceed the amount initially assessed. Utilizing a tow arranged by us is optional and you may use, at your own expense, a separate towing service. The At-Fault Towing Charge covers only the tow service and does not include any other components, such as tire replacement or key replacement.	No Notes
Key Replacement Charge	Lost Key Charge	As incurred	If the Vehicle key is lost or damaged during the Rental Period you will be responsible for a Key Replacement Charge. This fee represents the cost of the replacement key and programming or pairing services. This charge is separate from any towing, roadside, or other service fees.	No Notes
Roadside Assistance Administrative Fees	Not Applicable	$7.00/per service	If you request certain roadside services (e.g., fuel delivery or lockout service), an administrative fee of $7 may be added to the costs for each service provided.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Tollpass Waiver / Tollpass Service Charge	Not Applicable	As listed on the Summary	For rentals originating at select Wisconsin locations, you may choose to purchase optional Tollpass Waiver, which provides the daily rental of a toll collection transponder or, in some states, the use of video-monitored toll collection services. Tollpass Waiver will be during the Rental Period. No credit will be given for days that you do not use it. Tollpass Waiver has a limited serve area; attempting to use the service outside the service area may subject you and/or AAD(s) to fines and penalties as described in 2.b.(5) of the Rental Agreement.	ONLY APPLIES TO RENTALS IN WISCONSIN
Wyoming Surcharge	SURCHRG	As listed on the Summary	The surcharge stated in Wyoming Statute 31-19-105, which is a reimbursement for registration fees paid by us under Wyoming. Statute 31-3-101.	ONLY APPLIES TO RENTALS IN WYOMING
Late Payment Fee	Not Applicable	1.5%, not to exceed the maximum amount allowed by law	A late charge on all charges not paid within 30 days after the end of the Rental Period.	No Notes
Administrative Fees	Not Applicable	As incurred	All fees and expenses we incur (including attorney's fees, collection agency fees and costs, and administrative fees) in (i) collecting amounts due to us under the Contract, (ii) regaining possession of the Vehicle, or (iii) enforcing any term or condition of the contract.	No Notes
Tax / Charge / Surcharge / Fee	Varies depending on Tax, Charge, or Surcharge type	As listed on the Summary	The taxes, fees and other mandatory charges imposed by states, counties, and other governmental authorities.	No Notes

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Airport Consolidated Facility Charge; Customer Facility Charge	CFC	As listed on the Summary	Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge which we are required to pay or collect from you in connection with this rental for the construction, financing, operation, or maintenance of the airport's consolidated rental car facility, other airport or airport transportation facilities, or any other permitted CFC use under relevant laws or agreements.	DOES NOT APPLY TO RENTALS IN CALIFORNIA, NEW YORK, NEW JERSEY, CONNECTICUT, VERMONT, MINNESOTA, MISSOURI, IDAHO, KANSAS, KENTUCKY
Concession Recovery Fee	RAFC	As listed on the Summary	Any airport Concession Recovery Fee (RAFC) which is required to be paid by us or collected from you in connection with this rental, for the construction, financing, operation or maintenance of this consolidated rental car facility; other airport facilities; or transportation related facilities.	ONLY APPLIES TO RENTALS IN MINNESOTA
Customer Facility Charge	CFC	As listed on the Summary	The Customer Facility Charge (CFC) which an airport requires us to collect from you, in connection with this rental, for the financing, design, and construction, of consolidated airport vehicle rental facilities, common use transportation systems and vehicles to move passengers between the consolidated vehicle rental facilities, and modifications solely to accommodate costumer access to the common-use transportation systems.	ONLY APPLIES TO RENTALS IN CALIFORNIA

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Customer Facility Charge	CFC	As listed on the Summary	The Customer Facility Charge (CFC) which is required to be paid by us or collected from you in connection with this rental, as a means for repayment of certain general airport subordinated bonds used in the funding of the consolidated rental car facility at Kansas City International Airport.	ONLY APPLIES TO RENTALS IN MISSOURI
Customer Facility Charge	CFC	As listed on the Summary	The Customer Facility Charge or similarly designated charge (CFC) which is required to be paid by us or collected from you in connection with this rental, for the construction, financing, operation, or maintenance of the consolidated rental car facility, other airport facilities, or transportation related facilities, or any other permissible use of the CFC under relevant federal, state or municipal laws ordinances or regulations or relevant agreement.	ONLY APPLIES TO RENTALS IN IDAHO
Customer Facility Charge or Facility and Operations Fee	CFC or FACILITY/OPER FEE	As listed on the Summary	Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CFC) or Facility and Operations Fee (FACILITY/OPER FEE) which is required to be paid by us or collected from you in connection with this rental, for the construction, financing, operation or maintenance of the consolidated rental car facility, other airport facilities, or transportation related facilities, or any other permissible use of the charge under relevant federal, state or municipal laws, ordinances, regulations, or relevant agreements.	ONLY APPLIES TO RENTALS IN KANSAS

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Consolidated Facility Charge / Customer Facility Charge	CONSOL FACILITY CHG / CUST FACILITY CHRGE / CUSTOMER FAC CHARGE	As listed on the Summary	Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CONSOL FACILITY CHG or CUST FACILITY CHRGE or CUSTOMER FAC CHARGE) which we are required to be pay or collect from you in connection with this rental for the maintenance of the airport's consolidated rental car facility, other airport or airport transportation facilities, or any other permitted CFC use under relevant federal, state or municipal laws, ordinances, regulations, or relevant agreements.	ONLY APPLIES TO RENTALS IN NEW YORK, VERMONT, CONNECTICUT, NEW JERSEY.
Customer Contract Fee	LIA Contract Fee	As listed on the Summary	The Customer Contract Fee (LIA Contract Fee) which is required to be paid by us or collected from you in connection with this rental, for the construction, financing, operation or maintenance of a consolidated rental car facility, other airport facilities, or transportation related facilities.	ONLY APPLIES TO RENTALS IN KENTUCKY.
Facility Charge	FACILITY CHARGE	As listed on the Summary	Our charge to collect amounts from you to be paid to an airport's owner or operator in connection with this rental.	ONLY APPLIES TO RENTALS IN NEW YORK, VERMONT, CONNECTICUT, NEW JERSEY.
Burlington International Airport (BIA) Facility Charge	BIA FACILITY CHARGE	As listed on the Summary	The Burlington International Airport (BIA) Facility Charge which is required to be collected from you in connection with this rental for the construction, financing, operation and/or maintenance of the consolidated rental car facility, other airport facilities, and/or related facilities.	ONLY APPLIES TO RENTALS IN VERMONT

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Surcharge Recovery Fee	SURCH RECOVERY FEE	As listed on the Summary	Our charge to collect the concession fees paid to an airport's owner or operator in connection with this rental.	ONLY APPLIES TO RENTALS IN NEW YORK, VERMONT, CONNECTICUT, NEW JERSEY.
Airport Concession Fee Recovery	AIR CON	As listed on the Summary	The Airport Concession Fee Recovery (AIR CON) which is our charge to recover your proportionate share of the amount paid by the us to the owner or operator of an airport for the right or privilege of conducting a vehicle rental business on the airport's premises.	ONLY APPLIES TO RENTALS IN CALIFORNIA.
Concession Fee Recovery / Concession Fee Recoupment	CONC REC	As listed on the Summary	The Concession Fee Recovery, Concession Fee Recoupment, or similarly designated charge (CONC REC) which is our charge to recover the concession fees we pay to an airport's owner or operator in connection with this rental.	DOES NOT APPLY TO RENTALS IN CALIFORNIA, NEW YORK, NORTH
Concession Fee Recovery / Concession Recoupment	CONC REC	As Listed on the Summary	The Concession Fee Recovery, Concession Fee Recoupment, or similarly designated charge (CONCREC) which is our charge to recover the concessions fees we pay to an airport's owner or operator in connection with this rental.	CAROLINA, WISCONSIN, VERMONT, CONNECTICUT, NEW JERSEY, LOUISIANA, ARKANSAS, UTAH, MARYLAND, ARIZONA, MISSOURI

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Concession Fee Recovery	CONC REC	As listed on the Summary	The Concession Fee Recovery (CONC REC) which is our charge to recover your proportionate share of the amount paid by us to the owner or operator of an airport for the right or privilege of conducting a vehicle rental business on the airport premises.	ONLY APPLIES TO RENTALS IN CALIFORNIA.
Concession Fee / Concession Recovery Fee / Concession Fee Recoupment / Privilege Fee	CONC RECOVERY FEE / CONC FEE RECOVERY	As listed on the Summary	The Concession Recovery Fee, Concession Fee Recoupment, Privilege Fee or similarly designated charge (CONC RECOVERY FEE or CONC FEE RECOVERY) which is our charge to recover the concession fees we pay to an airport's owner or operator in connection with this rental.	ONLY APPLIES TO RENTALS IN NEW YORK, CONNECTICUT, VERMONT, NEW JERSEY
Concession Recovery Fee / Concession Fee Recoupment	CONC REC	As listed on the Summary	The Concession Recovery Fee, Concession Fee Recoupment, or similarly designated charge (CONC REC) which is our charge to recover the concession fees that we pay to an airport's owner or operator in connection with this rental.	ONLY APPLIES TO RENTAL IN ARKANSAS, UTAH
Airport Privilege Fee / Concession Fee / Concessionaire Fee / Airport Access Fee / Airport User Fee	Not Applicable	As listed on the Summary	Our charge to recover the concession fees paid by us to an airport's owner or operator in connection with this rental.	ONLY APPLIES TO RENTALS IN WISCONSIN
Concession Recovery Fee	CONC REC	As listed on the Summary	Our charge to recover the concession fees paid by us to an airport's owner or operator in connection with this rental.	ONLY APPLIES TO RENTALS IN NORTH CAROLINA AND MARYLAND

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Concession Fee Recovery / Concession Fee Recoupment	CONC REC	As listed on the Summary	Our charge to recover the estimated fees paid by us to the owner or operator of the location of the Branch Address listed on the Summary.	ONLY APPLIES TO RENTALS IN LOUISIANA
Concession Fee Recovery / Concession Fee	CONC REC / RECP FEE / A AF	As listed on the Summary	The Concession Fee Recovery (CONC REC), Concession Fee Recoupment, Recoupment Fee (RECP FEE), Airport Access Fee (AAF) or similarly designated.	ONLY APPLIES TO RENTALS IN ARIZONA
Recoupment / Recoupment Fee / Airport Access Fee	Not Applicable	As Listed on the Summary	charge which is our charge to recover the concession fees paid by us to an airport's owner or operator in connection with this rental.	No Notes
Concession Fee Recovery	APACCREC	As listed on the Summary	The Concession Fee Recovery (APACCREC) which is our charge to recover our estimated average daily cost per rental of the monthly percentage fee paid by us to the City of Kansas City, Missouri, which is the owner of the municipal airport known as Kansas City International Airport.	ONLY APPLIES TO RENTALS IN MISSOURI

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Concession Recoup Fee	CONCESSION RECOUP FEE	As listed on the Summary	The Concession Recoup Fee (CONCESSION RECOUP FEE) which is money we pay to the City of St. Louis for the right, license and privilege of operating at Lambert-St. Louis International Airport. The CONCESSION RECOUP FEE is calculated as a percentage of time & distances charges, mileage charges, drop charges, Vehicle License Recovery Fees and certain other charges (other than Damage Waiver, SLP, refueling charges, taxes, and payments in lieu of taxes levied by any governmental authority).	ONLY APPLIES TO RENTALS IN MISSOURI
Facility Fee Recovery	FAC REC	As listed on the Summary	The Facility Fee Recovery (FAC REC) which is our charge to recover the estimated fees, charges, costs, which may include rent we pay to the owner, operator or agent of the location being serviced by us for this rental or to the owner, operator or agent of the location of the Rental locations.	DOES NOT APPLY TO RENTALS IN CALIFORNIA, NEW YORK
Facility Fee Recovery	FAC REC	As listed on the Summary	The Facility Recovery Fee, Facility Fee Recovery, or similarly designated charge (FAC REC) which is our charge to recover the estimated fees, charges, costs, which may include rent we pay to the owner, operator or agent of the location being serviced by us for this rental or to the owner, operator or agent of the location of the Rental Location.	ONLY APPLIES TO RENTALS IN NEW YORK, VERMONT, NEW JERSEY, CONNECTICUT
Facility Charge	FACILITY CHARGE	As listed on the Summary	The Facility Charge (FACILITY CHARGE) represents amounts that we collect from you and are paid to an airport's owner or operator in connection with the rental.	ONLY APPLIES TO RENTALS IN NEW YORK

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Transportation Facility Charge	TRANS FAC CHG	As listed on the Summary	The Transportation Facility Charge (TRANS FAC CHG), which represents amounts collected by rental car businesses located at an airport to recover operation and maintenance costs related to operating a common shuttle bus fleet and a common bus maintenance facility at the airport.	ONLY APPLIES TO RENTALS IN OHIO
Transportation Facility Charge	TRANS FAC CHG	As listed on the Summary	The Transportation Facility Charge (TRANS FAC CHG), which represents amounts collected by on-airport rental car businesses to recover operation and maintenance costs related to operating a common shuttle bus fleet and a common bus maintenance facility at the airport.	ONLY APPLIES TO RENTALS IN MARYLAND
Transportation Facility Charge	TFC	As listed on the Summary	The Transportation Facility Charge (TFC) which is required to be paid by us or collected from you in connection with this rental, for the funding of the operational, maintenance or capital costs of the transportation system to be used in connection with the consolidated rental car facility at Kansas City International airport.	ONLY APPLIES TO RENTALS IN MISSOURI
Airport Midfield Fee	MDFLDFEE	As listed on the Summary	The Airport Midfield Fee (MDFLDFEE) which is required to be paid by us or collected from you in connection with this rental, for the construction, financing, operation or maintenance of the consolidated rental car facility; other airport facilities; or transportation-related facilities.	ONLY APPLIES TO RENTALS IN MISSOURI

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Vehicle License Fee Recovery	VLF REC	As listed on the Summary	The Vehicle License Fee Recovery (VLF REC), which is our charge to recover costs imposed on us, or our affiliates, by governmental authorities, is not calculated based on the costs imposed upon a particular vehicle. The VLF REC is the estimated, average per day, per vehicle portion of our total annual vehicle licensing, titling, and registration costs for all vehicles in the rental fleet within the state or territory in which the rental originates. The VLF REC may include costs for inspecting and plating vehicles, and the payment of certain taxes which may include, but are not limited to, ad valorem, personal property, and excise taxes.	No Notes
Vehicle License Fees	VLF	As listed on the Summary	Vehicle License Fees which is our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities to title, register, inspect, license and pay personal property taxes on all vehicles in our rental fleet within the state in which the rental originates. The VLF is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN MISSOURI
Vehicle License Recovery Fee	VLRF	As listed on the Summary	The Vehicle License Recovery Fee which is our charge to recover the estimated average daily cost per vehicle of the charges imposed on us, or our affiliates, by governmental authorities to title, register, plate or inspect all vehicles in the rental fleet within the state in which the rental originates. The Vehicle License Recovery Fee is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN COLORADO

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Vehicle License Cost Recovery Fee	VLC REC FEE	As listed on the Summary	The Vehicle License Cost Recovery Fee (VLC REC FEE) which is our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon us or our affiliates to title, register and plate all vehicles in our rental fleet within the state in which the rental originates. The VLC REC FEE is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN MASSACHUSETTS
Vehicle Cost Recovery Fee	VEH COST REC FEE	As listed on the Summary	The Vehicle Cost Recovery Fee (VEH COST REC FEE) which is our charge to recover the estimated average per day cost that we incur to license, title, register, obtain number plates and inspect our passenger motor vehicles or rental trucks and to pay any taxes owed on such vehicles or trucks registered within the state in which the rental originates. The VEH COST REC FEE is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN NEW YORK, CONNECTICUT, VERMONT, NEW JERSEY
Vehicle License Fee Recovery	VLF REC	As listed on the Summary	The Vehicle License Fee Recovery (VLF REC) which is our charge to recover the estimated average per day vehicle portion of our total annual titling and registration costs imposed by governmental authorities upon us or our affiliates for all vehicles in our rental fleet within the state in which the rental originates. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN MARYLAND

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Vehicle License Recovery Fee	VEH LIC RECOVERY	As listed on the Summary	The Vehicle License Recovery Fee is our charge to recover our estimated average daily cost per vehicle for charges imposed by governmental authorities to title, register and plate all vehicles in a particular class of vehicle within the state of California. The VEH LIC RECOVERY is not calculated based on the costs imposed on originates. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN CALIFORNIA
Vehicle License Cost Recovery Fee	VLC RECOV	As listed on the Summary	The Vehicle License Cost Recovery Fee (VLC RECOV) which is our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon us or our affiliates to title, register and plate all vehicles in our rental fleet within the state in which the rental originates. The VLC RECOV is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN KENTUCKY
(Motor) Vehicle License Fee Recovery	VLC REC or MVLCRF	As listed on the Summary	The (Motor) Vehicle License Fee Recovery (VLF REC or MVLCRF) which is our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon us or our affiliates to title, register and plate all vehicles in our rental fleet within the state in which the rental originates. The VLF REC/MVLCRF is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN OREGON

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
State Rental Fee	NE FEE	As listed on the Summary	The State Rental Fee (NE FEE) which is our charge to recover motor vehicle taxes and fees imposed and paid in Nebraska by us. The NE FEE is not a tax and is calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN NEBRASKA
Motor Vehicle License Cost Recovery Fee	MVLCRF	As listed on the Summary	The Motor Vehicle License Cost Recovery Fee (MVLCRF) which is our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon us or our affiliates to title, register and plate all vehicles in our rental fleet within the state in which the rental originates. The MVLCRF is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN UTAH
Vehicle License Cost Recovery	VLCRF	As listed on the Summary	The Vehicle License Cost Recovery Fee (VLCRF) which is our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon us or our affiliates to title, register and plate all vehicles in our rental fleet within the state in which the rental originates. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN IDAHO
Arena Car Rental License Fee Recovery	ARENAFEE	As listed on the Summary	The Arena Car Rental License Fee Recovery (ARENAFEE) which is our charge to recover a portion of the Arena Car Rental License Fee paid by the Owner to the City of Kansas City, Missouri in connection with this rental.	ONLY APPLIES TO RENTALS IN MISSOURI.
Hospitality Fee	HOSP FEE	As listed on the Summary	The Hospitality Fee (HOSP FEE) which is required to be collected from you and paid by us in connection with this rental, to provide funding for public safety areas and local infrastructure needs.	ONLY APPLIES TO RENTALS IN SOUTH CAROLINA

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Rental Car User Fee	Not Applicable	As listed on the Summary	The Charleston County Rental Car User Fee, which is required to be collected from you and paid by us in connection with this rental, to provide funding for capital improvements related to airports in Charleston County.	ONLY APPLIES TO RENTALS IN SOUTH CAROLINA
Tourism Account Surcharge	TOURISM ACCT SURCHG	As listed on the Summary	Is required to be collected from you in connection with this rental and remitted to the State of Connecticut.	ONLY APPLIES TO RENTALS IN CONNECTICUT
Wyoming Rental Surcharge	SURCHRG	As listed on the Summary	A surcharge to recover the registration fees paid by us under W.S. 31-3-101.	ONLY APPLIES TO RENTALS IN WYOMING
Rhode Island Rental Surcharge	SURCHRG	As listed on the Summary	A surcharge to recover the motor vehicle licensing fees, title fees, registration fees and transfer fees paid to the state of Rhode Island and excise taxes imposed upon our motor vehicles during the prior calendar year paid by us under RI ST 31-34.1-2.	ONLY APPLIES TO RENTALS IN RHODE ISLAND
NM State Leased Vehicle Surcharge	NM LEASED SURCHRG	As listed on the Summary	A surcharge which is charged by the State of New Mexico on the lease of vehicles when the lease is subject to the leased vehicle gross receipts tax.	ONLY APPLIES TO RENTALS IN NEW MEXICO

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Title and Registration Recovery Fee	TRF	As listed on the Summary	Our charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon us or our affiliates to title, register and plate all vehicle s in our rental fleet registered in Wisconsin. The Title and Registration Recovery Fee are not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN WISCONSIN
Minnesota Registration Fee	MNREGFEE	As listed on the Summary	The Minnesota Registration Fee (MNREGFEE) which is a fee imposed by the state of Minnesota for the registration of rental cars. The Minnesota Registration Fee is not a tax and is not calculated based on the costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN MINNESOTA
New York Highway Use Fee	NYHUFEE	As listed on the Summary	The New York Highway Use Fee (NYHUFEE), which is our charge to recover the estimated administration cost and Highway Use Tax (HUT Tax) imposed by the State of New York on us. The NYHUFEE is charged per mile and is not calculated based on the actual costs imposed upon a particular vehicle.	ONLY APPLIES TO RENTALS IN NEW YORK
Domestic Security Fee	DOM DEC FEE	As listed on the Summary	Which is required to be collected from you in connection with this rental and remitted to the State of New Jersey.	ONLY APPLIES TO RENTALS IN NEW JERSEY
Tourism Commission Assessment Recovery	TOUR REC	As listed on the Summary	The Tourism Commission Assessment Recovery (TOUR REC), by which we may recover the tourism assessment applicable to this rental as permitted by Section 13995.65 of the Government Code.	ONLY APPLIES TO RENTALS IN CALIFORNIA

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Airport Concession Fee Recovery	AIR CON	As listed on the Summary	The Airport Concession Fee Recovery (AIRCON) which is your proportionate share of the amount we pay to the owner or operator of an airport for the right or privilege of conducting a vehicle rental business on the airport's premises.	ONLY APPLIES TO RENTALS IN CALIFORNIA
Air Tran Fee	AIR TRAN	As listed on the Summary	The Air Tran Fee (AIR TRAN) which is the fee that we collect on behalf of the airport for providing a common use busing system or light rail transit system operated for the movement of passengers between the terminal and a consolidated on-airport rental car facility. If you have deplaned or will depart the airport via airplane, we will presume that you utilized the common use busing system or light rail transit system. If you provide proof that you arrived and will depart from the consolidated airport facility by means other than the common use busing system or light rail transit system, you are exempt from this charge.	ONLY APPLIES TO RENTALS IN CALIFORNIA
Florida State Rental Car Surcharge	SC REC	As listed on the Summary	The Florida State Rental Car Surcharge (SC REC) which is the Florida State Rental Surcharge imposed by the state.	ONLY APPLIES TO RENTALS IN FLORIDA
Waste Tire and Battery Recovery	TIRE FEE	As listed on the Summary	Waste Tire and Battery Recovery (TIRE FEE) which is a recovery of the Waste, Tire and Lead-Acid Battery Fee paid by us.	ONLY APPLIES TO RENTALS IN FLORIDA
Airport Security Fee	SEC FEE	As listed on the Summary	The Airport Security Fee (SEC FEE) which is our charge to recover the estimated fees, charges, costs, which may include rent paid by us to the owner, operator or agent of the location being serviced by us for this rental or to the owner or operator of the location of the Branch addressed on the summary.	ONLY APPLIES TO RENTALS IN FLORIDA

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Privilege Fee Recovery Charge	PRIV FEE RECOV CHG	As listed on the Summary	The Privilege Fee Recovery Charge (PRIV FEE RECOV CHG) which is our charge to recover the concession fees that we pay to an airport's owner or operator in connection with the rental.	ONLY APPLIES TO RENTALS IN FLORIDA
Commercial Zone Usage Fee	USAGEFEE	As listed on the Summary	The Commercial Zone Usage Fee (USAGEFEE) which is our charge to recover our estimated fees paid to Canaveral Port Authority in connection with this rental for our rental vehicle shuttle and operator access to the Port Canaveral terminal(s). The USAGEFEE is not a tax imposed by the Canaveral Port Authority or by any other governmental authority.	ONLY APPLIES TO RENTALS IN FLORIDA
Busing Cost Recovery Charge	BUSING RECOVERY FEE	As listed on the Summary	A Bussing Cost Recovery Charge may be applied to your rental; this is the per rental recovery of the annual cost to provide bussing operations at this location.	ONLY APPLIES TO RENTALS IN TEXAS
Auto Rental Tax Recovery	AUTO RENTAL TAX REC	As listed on the Summary	Auto Rental Tax Recovery is our charge to recover the privilege or license tax imposed upon us by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds and does not include proceeds from the rental of non-automotive accessories.	ONLY APPLIES TO RENTALS IN ALABAMA
Non-Auto Rental Privilege & License Tax Recovery	NON-AUTO or NON-AUTO PL TAX REC	As listed on the Summary	Non-Auto Rental Privilege & License Tax Recovery which is our charge to recover the privilege or license tax imposed upon us by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds from the rental of non-automotive accessories.	ONLY APPLIES TO RENTALS IN ALABAMA

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Parking Violation Surcharge	PKG VIOL SCHG	As listed on the Summary	The Parking Violation Surcharge (PKG VIOL SCHG) which may be required to be collected from you in connection with the rental, for the city or town within whose borders the rental transaction was initiated as specified in the rental agreement.	No Notes
Passenger Transportation Recovery Charge	PTRC	As listed on the Summary	The Passenger Transportation Recovery Charge (PTRC) is our charge to help recover the cost of transporting passengers to and from the terminals and the consolidated rental car facility at Boston Logan Airport.	ONLY APPLIES TO RENTALS IN MASSACHUSETTS
Convention Center Financing Surcharge	CONV CTR FIN SCHG	As listed on the Summary	The Convention Center Financing Surcharge (CONV CTR FIN SCHG) which, if applicable, is required to be collected from you in connection with this rental, for the financing, construction and renovation of convention centers in Boston.	ONLY APPLIES TO RENTALS IN MASSACHUSETTS
Revere Vehicle Rental Surcharge	REVERE VEH RNT SCHG	As listed on the Summary	The Revere Vehicle Rental Surcharge (REVERE VEH RNT SCHG) which, if applicable, is required to be collected from you in connection with this rental, for construction and equipping a new public safety facility for the City of Revere.	ONLY APPLIES TO RENTALS IN MASSACHUSETTS
Police Training Fee	PD TRNG	As listed on the Summary	The Police Training Fee (PD TRNG), which is the Police Training Surcharge imposed on all vehicular rentals in Massachusetts under G.L. c. 90, § 32E 3/4.	ONLY APPLIES TO RENTALS IN MASSACHUSETTS
Arizona Rental Vehicle Surcharge	ARVS	As listed on the Summary	The Arizona Rental Vehicle Surcharge (ARVS) which Arizona law requires us to collect from you and is computed as a five percent surcharge on the total amount stated in any rental contract, less any taxes and fees.	ONLY APPLIES TO RENTALS IN ARIZONA

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
Maintenance Fee	MAINT FEE	As listed on the Summary	You will pay us, our affiliates or agents the Maintenance Fee (Maint Fee) which is our estimated daily charge to recover operation, maintenance and repair costs, including administrative charges paid by us to an airport's owner or operator.	ONLY APPLIES TO RENTALS IN ARIZONA
HARRIS CTY SPORTS AUTH TAX	Not Applicable	As listed on the Summary	The Harris County-Houston sports authority requires that an additional tax of 5% be imposed on each motor vehicle rental for the purpose of financing one or more approved venue projects.	ONLY APPLIES TO RENTALS IN TEXAS
EULESS SPORTS VENUE TAX	Not Applicable	As listed on the Summary	The City of Euless requires that an additional tax of five (5%) percent be imposed on each motor vehicle rental for the purpose of financing certain projects under a revenue sharing agreement.	ONLY APPLIES TO RENTALS IN TEXAS
DALLAS SPORTS ARENA TAX	Not Applicable	As listed on the Summary	For rentals originating in the city of Arlington: the city of Arlington requires that an additional tax of 5% be imposed on each motor vehicle rental for the purpose of financing a portion of the costs of the Dallas Cowboys complex development project approved by the voters of the City on November 2, 2004, and the Rangers Project approved by the voters of the city on November 2, 2004. And the Rangers Project approved by the voters of the city on November by 2016.	ONLY APPLIES TO RENTALS IN TEXAS
BEXAR SPORTS VENUE TAX	Not Applicable	As listed on the Summary	Bexar County requires that an additional tax of 5% be imposed on each motor vehicle rental for the purpose of financing a multipurpose sports and community venue project approved by the voters of the city on November 2, 1999.	ONLY APPLIES TO RENTALS IN TEXAS

Fee Name	Fee Code (if applicable)	Amount	Description	Notes
AUSTIN EVENTS VENUE TAX	Not Applicable	As listed on the Summary	The City of Austin requires that an additional tax of 5% be imposed on each motor vehicle rental for the purpose of financing the Town Lake Park community events center venue project.	ONLY APPLIES TO RENTALS IN TEXAS
AMARILLO EVENTS VENUE TAX	Not Applicable	As listed on the Summary	The Amarillo-Potter events venue district requires that an additional tax of 5% be imposed on each motor vehicle rental for the purpose of financing the civic center expansion and new arena construction projects.	ONLY APPLIES TO RENTALS IN TEXAS
MCLENNAN COUNTY VENUE TAX	Not Applicable	As listed on the Summary	McLennan County requires that an additional tax of 5% be imposed on each motor vehicle rental for the purpose of financing a venue project at the heart of Texas Fairgrounds and on surrounding property.	ONLY APPLIES TO RENTALS IN TEXAS
LUBBOCK COUNTY TAX	Not Applicable	As listed on the Summary	Lubbock county requires that an additional tax of 5.00% be imposed on each motor vehicle rental for the purpose of financing a venue project, consisting of a new multi-purpose exposition center other adjacent support facilities and related infrastructure, approved by the voters of the county on November 6, 2018.	ONLY APPLIES TO RENTALS IN TEXAS

Barème des frais du contrat de location (le « barème des frais ») pour les sites canadiens

Vous trouverez ci-dessous une liste des frais potentiels que vous pourriez être tenu de nous payer en vertu du contrat. Cette liste ne contient pas tous les frais potentiels que vous pouvez être amené à payer et est sujette à des mises à jour et à des changements. Certains de ces frais sont des frais standardisés, qui seront également indiqués dans le sommaire du contrat de location (le « sommaire »), tandis que d'autres sont des frais supplémentaires ou facultatifs. Vous ne serez tenu de payer que les frais qui vous incombent. Vous ne serez pas tenu de payer les frais énumérés dans le présent barème des frais que vous n'avez pas encourus. Tout terme utilisé dans le présent barème des frais qui n'est pas défini dans le présent barème des frais aura la signification qui lui est donnée dans le contrat. (Mise à jour 6/1/2026)

Rental Agreement Fee Schedule (the "Fee Schedule") For Canadian Locations

Below is a list of potential fees that you may be obligated to pay to us under the Contract. This list does not contain all potential fees that you may be required to pay and is subject to update and change. Certain of these fees are standardized fees, which will also be listed on the Rental Agreement Summary (the “Summary”) while others are additional or optional fees. You will only be required to pay the fees that you incur. You will not be responsible for paying any of the fees listed in this Fee Schedule that you do not incur. Any defined term used in this Fee Schedule that is not defined in this Fee Schedule will have the meaning for that term set out in the Contract. (Updated 6/1/2026)

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de temps et de distance	Temps et distance	Tel qu'indiqué dans le sommaire	Les frais de temps et de distance indiqués sur le sommaire pour la période de location. Le tarif « /heure », s'il figure sur le sommaire, s'applique à chaque heure complète ou partielle dépassant une journée. Les frais horaires ne dépasseront pas le coût d'une journée supplémentaire. Si le véhicule est restitué en dehors des heures de bureau ou à un endroit autre que le lieu de restitution indiqué dans le sommaire, tous les frais de location encourus jusqu'au moment où nous restituons le véhicule sont à votre charge.	
Time & Distance Charge	Time & Distance	As listed in the Summary	The time & distance charges listed on the Summary for the Rental Period. The "/hour" charge if shown on the Summary will apply to each full or partial hour in excess of 1 day. The hourly charges will not exceed the cost of 1 additional day. If the Vehicle is returned during non-business hours or to any place other than the Return Location listed in the Summary, all rental charges incurred through the time we check in the Vehicle are your responsibility.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais kilométriques		Tel qu'indiqué dans le sommaire	Les frais de kilométrage, qui s'appliqueront, par kilomètre, pour tous les kilomètres excédant les kilomètres gratuits autorisés pour la période de location. Les kilomètres gratuits dont vous disposez sont indiqués dans le sommaire.	
Mileage Charge	Not Applicable	As listed in the Summary	The mileage charge, which will apply, per mile, for all miles exceeding any free miles permitted for the Rental Period. Any free miles you have are listed in the Summary.	No Notes
Frais de temps et de distance ajustés		Tel qu'encouru	Si vous restituez le véhicule à une date autre que la date de restitution indiquée sur le sommaire, nous nous réservons le droit de recalculer les frais de temps et de distance et les frais kilométriques afin de refléter la durée réelle de la location, ce qui peut entraîner des frais de temps et de distance et des frais kilométriques plus élevés que ceux estimés précédemment.	
Adjusted Time & Distance Charge	Not Applicable	As incurred	If you return the Vehicle on a date other than the Return Date listed on the Summary, we reserve the right to recalculate the time & distance charges and mileage charge to reflect the actual duration of the rental, which may cause the time & distance charges and mileage charge to be higher than previously estimated.	No Notes
Frais de récupération du véhicule		Tel qu'encouru	Les frais que nous facturons si vous retournez le véhicule à un endroit autre que le lieu de retour ou un autre établissement Enterprise.	
Vehicle Recovery Fee	Not Applicable	As incurred	The fee we charge if you return the Vehicle to a location other than the Return Location or another Enterprise location.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais d'aller simple non programmé / frais de dépôt Unscheduled One-Way Fee / Drop Charge	Not Applicable	Le plus élevé des montants suivants, sans toutefois dépasser : a) 300,00 $ ou b) 1,50 $ par mille entre l'endroit où vous avez déposé le véhicule et le lieu de retour The greater of, but will not exceed: a) $300.00 or b) $1.50 per mile between the location you dropped the Vehicle and the Return Location	Les frais que nous facturons si vous retournez le véhicule à un endroit autre que le lieu de retour. The fee we charge if you return the Vehicle to a location other than the Return Location.	No Notes
Accessoires optionnels Optional Accessories	Not Applicable	Tel qu'indiqué dans le sommaire As listed in the Summary	Les accessoires optionnels, les services et/ou les produits. Les frais pour les articles acceptés par vous pour la période de location, tels qu'ils sont décrits dans le sommaire. The Optional Accessories, services and/or products charges for those items accepted by you for the Rental Period as described in the Summary.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de carburant / frais de ravitaillement	FRAIS RAVITAIL	Tel qu'indiqué dans le sommaire, multiplié par la différence de niveau de carburant du Véhicule, telle que calculée par nos soins.	Les frais de carburant au taux indiqué dans le sommaire. Si vous ne souscrivez pas à l'option service carburant et que le véhicule est restitué avec moins de carburant que lors de la location, les frais de carburant seront appliqués à la différence de niveau de carburant (telle que calculée par nous). La différence de niveau de carburant sera calculée sur la base de la différence indiquée sur la jauge de carburant (arrondie au 1/8e le plus proche) entre la date à laquelle vous avez pris possession du véhicule et la date à laquelle vous le rendez ou telle que déterminée par un dispositif télématique préinstallé dans le véhicule. Sauf si la loi applicable l'exige, vous ne recevrez pas de remboursement ou de crédit si le véhicule est retourné avec plus de carburant que lorsque vous l'avez reçu, et vous ne recevrez pas non plus de remboursement ou de crédit pour le carburant non utilisé. Les frais de carburant ne constituent pas une vente au détail de carburant.	
Fuel Charge / Refueling Charge	Fuel Charge / Refueling Charge	As listed in the Summary multiplied by the difference in the Vehicle's fuel level, as calculated by us	The fuel charge at the rate shown on the Summary. If you don't purchase the Fuel Service Option, and the Vehicle is returned with less fuel than when it was rented, the fuel charge will be applied to the difference in fuel level (as calculated by us). The difference in fuel level will be calculated based on the difference shown on the fuel gauge (rounded to the nearest 1/8th) between the date you took possession of the Vehicle and the date you return the Vehicle or as determined by a pre-installed Telematics Device in the Vehicle. Unless required by applicable law, you will not receive a refund or credit if the Vehicle is returned with more fuel than when you received it nor will you receive a refund or credit for any unused fuel. The fuel charge is not a retail sale of fuel.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de carburant		Tel qu'indiqué dans le sommaire	L'option de service de carburant, qui, si vous l'achetez, changera vos frais de carburant en un prix par gallon multiplié par la capacité du réservoir de carburant du véhicule et vous ne serez pas facturé de frais de carburant ou de frais de ravitaillement lorsque vous rendrez le véhicule.	
Fuel Service Charge	Not Applicable	As listed in the Summary	The Fuel Service Option, which if you purchase, will change your Fuel Charge to a per-gallon price multiplied by the Vehicle's fuel tank capacity and you will not be charged a Fuel. Charge or Refueling Charge when you return the Vehicle.	No Notes
Frais de changement de catégorie de véhicule		Tel qu'indiqué dans le sommaire	Sde type de véhicule pour un type de véhicule supérieur ou demandez à passer à une classe de véhicule dont la disponibilité est limitée (comme nous le déterminons à notre seule discrétion), des frais vous seront facturés pour tenir compte de ce changement de classe de véhicule, qui peuvent être facturés en une seule fois ou à un tarif journalier.	
Car Class Change Fee	Not Applicable	As listed in the Summary	If you reserve a vehicle and then decide to upgrade the type of vehicle to a superior type of vehicle or request to change to a vehicle class that is otherwise limited in availability (as we in our sole discretion determine), you will be charged a fee to account for this change in car class, which may be charged as a one-time charge or at a per day rate.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de charge / de recharge des véhicules électriques		Tel qu'encouru ou, le cas échéant, tel qu'indiqué dans le sommaire.	Si le véhicule est un véhicule électrique (électrique à batterie ou hybride rechargeable), (i) des frais de commodité pour l'utilisation d'un réseau de recharge autorisé, (ii) les frais réels encourus lors de l'utilisation de ce réseau de recharge, et (iii) des frais de recharge si le véhicule est restitué avec une charge inférieure à celle qu'il avait au moment de la location. qu'au moment de la location.	
Electric Vehicle Charge / Electric Vehicle Recharge Fee	Not Applicable	As incurred or, if applicable, As listed in the Summary	If the Vehicle is an electric vehicle (Battery Electric or Plug-in Hybrid Electric), (i) a convenience fee for using an authorized charging network, (ii) the actual charges incurred when using such charging network, and (iii) a fee to recharge if it is returned with less charge than when rented.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Compensations carbone vérifiées		Tel qu'indiqué dans le sommaire	Les compensations optionnelles de carbone vérifié (OFFSET CO2) que vous acceptez sont un service environnemental optionnel conçu pour compenser les gaz à effet de serre émis par le véhicule. Nous envoyons les montants collectés à un fournisseur tiers indépendant. Voir www.keystogreen.com pour plus d'informations. Les émissions estimées produites par le véhicule sont basées sur le kilométrage moyen et l'économie de carburant des véhicules de la flotte de location. Elles ne sont pas calculées sur la base des émissions d'un véhicule particulier.	
Verified Carbon Offsets	CO2 OFFSET	As listed in the Summary	The optional Verified Carbon Offsets (CO2 OFFSET) accepted by you are an optional environmental service designed to offset the greenhouse gases emitted by the Vehicle. We send the amounts collected to an independent third-party provider. See www.keystogreen.com for more information. The estimated emissions produced by the Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet. They are not calculated based on the emissions of a particular vehicle.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Fluide d'échappement diesel	DEF	Tel qu'indiqué dans le sommaire	La charge de fluide d'échappement diesel (FED) au taux indiqué sur le sommaire. Le fluide d'échappement diesel est un fluide requis dans certains véhicules. Le FED sera facture pour : (i) le nombre de gallons de FED réellement remplacés par nous si nous remplaçons et enregistrons les gallons de remplacement ou (ii) le nombre estimé de gallons utilisés en fonction de la différence de niveau de FED de la jauge de FED entre le moment où vous prenez possession du véhicule et le moment où il est retourné (si le véhicule est retourné avec moins de FED). Vous ne recevrez pas de remboursement ou de crédit si le véhicule est retourné avec plus de FED que lorsque vous l'avez reçu. Si vous le demandez et que le véhicule vous est livré et/ou est récupéré par vous, le niveau de FED sera mesuré lorsque le véhicule sera retiré et retourné à l'adresse de retour indiquée dans le sommaire. Le FED peut être inclus dans les frais divers ou les frais d'entretien préventif sur la facture ou le reçu de location.	

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Diesel Exhaust Fluid	DEF	As listed in the Summary	The Diesel Exhaust Fluid charge (DEF) at the rate shown on the Summary. Diesel Exhaust Fluid is a fluid required in certain vehicles. The DEF will be charged for either: (i) the number of gallons of DEF actually replaced by us if we replace and record the replacement gallons or (ii) the estimated number of gallons used based on the difference in DEF level of the DEF gauge from the time you take possession of the Vehicle to the time it is returned (if the Vehicle is returned with less DEF). You will not receive a refund or credit if the Vehicle is returned with more DEF than when you received it. If you request and the Vehicle is delivered to and/or picked up by you, the DEF level will be measured when the Vehicle is checked out from and returned to the Return Address as shown on the Summary. DEF may be included as a part of miscellaneous charge or preventative maintenance charge on the rental invoice or receipt.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de télématique		Tel qu'indiqué dans le sommaire	Les frais de télématique (E-manage ou E-track) au taux indiqué dans le sommaire pour votre accès ou celui d'une autre partie désignée à un site Web d'un tiers ou à un autre outil d'information vous permettant d'obtenir et d'utiliser certaines données et informations concernant le véhicule, y compris, mais sans s'y limiter, le kilométrage, l'emplacement, les activités de conduite, les mouvements et les actions. Nous ne gérerons, ni n'administrerons, ni ne superviserons votre utilisation de ces données ou informations dans le but de gérer ou de remédier à votre conduite ou à celle d'un autre conducteur autorisé.	
Telematics Fee	Not Applicable	As Listed in the Summary	The telematics fee (E-manage or E-track) at the rate shown on the Summary for you or another designated party's access to a third-party website or other information tool for you to obtain and use certain data and information regarding the Vehicle, including but not limited to mileage, location, driving activities, movements, and actions. We will not manage or otherwise administer or oversee your use of any such data or information for purposes of managing or remedying you or any AAD's driving.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais pour conducteur autorisé supplémentaire Additional Authorized Driver Fee	Not Applicable	Tel qu'indiqué dans le sommaire As listed in the Summary	Frais pour les autre conducteur autorisé autres que les conducteurs autorisés. Fees for AAD(s) other than Authorized Drivers	No Notes
Frais liés à l'âge Age Fee	Not Applicable	Tel qu'indiqué dans le sommaire As listed in the Summary	Frais basés sur votre âge ou celui d'un autre conducteur autorisé. Fees based on your or an AAD's age.	No Notes
Frais de remorquage Towing Fee	Not Applicable	Tel qu'indiqué dans le sommaire As listed in the Summary	Les frais de remorquage, s'ils sont autorisés comme indiqué sur le sommaire, seront le taux indiqué sur le sommaire pour que vous puissiez remorquer quoi que ce soit à l'aide du véhicule. The Towing Fee, if permitted as indicated on the Summary, will be the rate shown on the Summary for you to tow anything using the Vehicle.	No Notes
Frais d'équipement Equipment Fees	Varie en fonction de l'équipement Varies depending on Equipment	Tel qu'indiqué dans le sommaire As listed in the Summary	Frais de vente d'équipement, tels que boîtes, ruban adhésif, couvertures, etc. Fees for the sale of equipment, such as boxes, tape, blankets, etc.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de nettoyage Cleaning Fee	 Not Applicable	Tel qu'encouru As incurred	Frais de nettoyage et/ou d'élimination si le véhicule est retourné avec des taches, des poils/ fourrures d'animaux, des déchets, des odeurs ou d'autres salissures, ou avec vos effets personnels. A cleaning and/or disposal fee if the Vehicle is returned with excessive stains, pet hair/fur, trash, odors or other soilage, or your belongings.	 No Notes
Amendes / Péages / Violations / Frais de traitement		Tel qu'encouru. Des frais de traitement pouvant atteindre 35 $ par amende, péage ou infraction.	Toutes les amendes, péages et violations encourus pendant la période de location et les frais de traitement correspondants. Plus précisément, toutes les amendes, coûts, frais et honoraires d'avocats que nous, nos sociétés affiliées ou un tiers avons payés pour les infractions légales, le stationnement, les péages, le remorquage et le stockage, etc. survenant au cours de la période de location (les "amendes, péages et infractions"). Vous acceptez que, sans préavis, nous, nos affiliés ou un tiers, puissions payer toutes les amendes, péages et violations et que ces montants, plus les frais de traitement (tels que définis ci-dessous), puissent être collectés auprès de vous par nous, nos affiliés ou un tiers. Vous acceptez que votre paiement puisse porter préjudice à votre capacité et à votre droit de contester les amendes, péages et violations et/ou toute violation légale sous-jacente aux amendes, péages et violations, et que vous y renonciez. Vous acceptez en outre qu'en payant ces amendes, péages et violations, vous renoncez à votre capacité et à votre droit de contester ces amendes, péages et violations et/ou toute violation légale qui les sous-tend. Nous, nos sociétés affiliées ou un tiers pouvons percevoir une redevance d'un montant maximum de 35 dollars par amende, péage et infraction (les "frais de traitement") pour couvrir tous les frais encourus en rapport avec les amendes, péages et infractions et leur gestion.	

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Fines / Tolls / Violations / Processing Fee	Not Applicable	As incurred. A Processing Fee of up to $35 per Fine, Toll, or	All Fines, Tolls, and Violations incurred during the Rental Period and the related Processing Fees. Specifically, all fines, costs, charges, and attorneys' fees that we, our affiliates or a third party paid will pay for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (the "Fines, Tolls and Violations"). You agree that, without advance notice, we, our affiliates or a third party, may pay all Fines, Tolls and Violations and that such amounts, plus Processing Fees (as defined below), may be collected from you by us, our affiliates or a third party. You agree that your payment may prejudice, waive, and relinquish your ability and right to contest Fines, Tolls and Violations and/or any legal violation underlying the Fines, Tolls, and Violations. You further agree that by your payment of such Fines, Tolls, and Violations you waive and relinquish your ability and right to contest such Fines, Tolls and Violations and/or any legal violation underlying them. We, our affiliates or a third party may assess a fee of up to $35 per Fine, Tolls and Violations (the "Processing Fees") to apply towards all costs incurred in connection with the Fines, Tolls and Violations and their administration.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais administratifs		Tel qu'encouru	Tous les frais et dépenses que nous engageons (y compris les honoraires d'avocat, les frais et coûts des agences de recouvrement et les frais administratifs) pour (i) recouvrer les montants qui nous sont dus en vertu du contrat, (ii) reprendre possession du véhicule, ou (iii) faire respecter toute condition du contrat.	
Administrative Fees	Not Applicable	As incurred	All fees and expenses we incur (including attorney's fees, collection agency fees and costs, and administrative fees) in (i) collecting amounts due to us under the Contract, (ii) regaining possession of the Vehicle, or (iii) enforcing any term or condition of the Contract.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de remorquage en cas de responsabilité	Frais de mise en fourrière/remorqu age ou frais divers	Tel qu'encouru	Si le véhicule doit être remorqué pendant la période de location parce que la clé a été perdue, qu'il y a plusieurs pneus crevés ou autrement en raison de votre faute ou de celle d'un tiers, et que le remorquage est organisé par nous, des frais de remorquage pour faute vous seront facturés, représentant tout ou partie des coûts réels du remorquage. Ces frais peuvent être ajustés si les coûts réels du remorquage dépassent le montant initialement évalué. Utiliser un remorquage organisé par nous est facultatif et vous pouvez utiliser, à vos propres frais, un service de remorquage séparé. Les frais de remorquage pour faute couvrent uniquement le service de remorquage et n'incluent aucun autre élément, comme le remplacement des pneus ou des clés.	
At-Fault Towing Charge	Impound/Tow Fee or Miscellaneous Charge	As incurred	If the Vehicle must be towed during the Rental Period because the key has been lost, there are multiple flat tires, or otherwise due to your or any third party's fault, and the tow is arranged by us, you will be charged an At-Fault Towing Charge, which represents all or part of the actual tow costs. This charge may be adjusted if the actual costs of the tow exceed the amount initially assessed. Utilizing a tow arranged by us is optional and you may use, at your own expense, a separate towing service. The At-Fault Towing Charge covers only the tow service and does not include any other components, such as tire replacement or key replacement.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de retard de paiement		1,5 %, ne dépassant pas le montant maximum autorisé par la loi	Frais de retard sur tous les frais non payés dans les 30 jours suivant la fin de la période de location.	
Late Payment Fee	Not Applicable	1.5%, not to exceed the	A late charge on all charges not paid within 30 days after the end of the Rental Period.	No Notes
Frais de remplacement de clé	Frais pour clé perdue	Tel qu'encouru	Si la clé du véhicule est perdue ou endommagée pendant la période de location, vous serez responsable des frais de remplacement de la clé. Ces frais représentent le coût de la clé de remplacement ainsi que des services de programmation ou d'appairage. Ces frais sont distincts de tous frais de remorquage, d'assistance routière ou autres services.	
Key Replacement Charge	Lost Key Charge	As incurred	If the Vehicle key is lost or damaged during the Rental Period you will be responsible for a Key Replacement Charge. This fee represents the cost of the replacement key and programming or pairing services. This charge is separate from any towing, roadside, or other service fees.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de récupération des pneus Tire Recovery Fee	FRP TRF	Tel qu'indiqué dans le sommaire As listed in the Summary	Notre coût quotidien moyen estimé par véhicule pour l'achat, l'entreposage, l'installation, le retrait, la gestion et le transport de pneus spécifiquement conçus pour la conduite hivernale, conformément au Code de la sécurité routière du Québec. Le coût n'est pas calculé en fonction du coût des pneus liés à un véhicule particulier. Our estimated average daily cost per vehicle to purchase, store, install, remove, manage and transport tires specifically designed for winter driving pursuant to the Quebec Highway Safety Code. The cost is not calculated based on the cost of tires related to a specific vehicle.	NE S'APPLIQUE QU'AUX LOCATIONS AU QUÉBEC ONLY APPLIES TO RENTALS IN QUEBEC
Frais administratifs de l'assistance routière Roadside Assistance Administrative Fees	Not Applicable	7,00 $/par service $7.00/per service	Si vous demandez certains services d'assistance routière (par exemple, livraison de carburant ou service de déverrouillage), des frais administratifs de 7 $ peuvent être ajoutés aux coûts pour chaque service fourni. If you request certain roadside services (e.g., fuel delivery or lockout service), an administrative fee of $7 may be added to the costs for each service provided	No Notes
Frais d'emplacement privilégié Premium Location Charge	PRE LOG CHG	Tel qu'indiqué dans le sommaire As listed in the Summary	Nos frais pour récupérer certains montants que nous payons au propriétaire ou à l'exploitant de l'établissement de location dans le cadre de cette location pour le privilège d'opérer dans l'établissement. Our charge to recover certain amounts that we pay to the rental facility's owner or operator in connection with this rental for the privilege of operating at the facility.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais de transaction du client Customer Transaction Charge	CTC	Tel qu'indiqué dans le sommaire As listed in the Summary	Nos frais pour récupérer certains montants que nous payons au propriétaire ou à l'exploitant de l'établissement de location dans le cadre de cette location pour le privilège d'opérer dans l'établissement. Our charge to recover certain amounts that we pay to the rental facility's owner or operator in connection with this rental for the privilege of operating at the facility.	No Notes
Recouvrement des frais de concession / Récupération des frais de concession Concession Fee Recovery / Concession Fee/ Recoupment Fee	CONC REC	Tel qu'indiqué dans le sommaire As listed in the Summary	Nos frais pour récupérer certains montants que nous payons au propriétaire ou à l'exploitant de l'établissement de location dans le cadre de cette location pour le privilège d'opérer dans l'établissement. Our charge to recover certain amounts that we pay to the rental facility's owner or operator in connection with this rental for the privilege of operating at the facility.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Frais liés aux installations du client Customer Facility Charge	FRAIS D'EMPLACEMENT CONSOLIDE CFC	Tel qu'indiqué dans le sommaire As listed in the Summary	Tout frais d'installation consolidé de l'aéroport, frais d'installation du client ou frais désigné de manière similaire que nous sommes tenus de payer ou de percevoir auprès de vous dans le cadre de cette location pour la construction, le financement, l'exploitation ou l'entretien de l'installation consolidée de location de voitures de l'aéroport, d'autres installations aéroportuaires ou de transport aéroportuaire, ou toute autre utilisation autorisée par les FIC en vertu des lois ou des accords pertinents. Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge which we are required to pay or collect from you in connection with this rental for the construction, financing, operation, or maintenance of the airport's consolidated rental car facility, other airport or airport transportation facilities, or any other permitted CFC use under relevant laws or agreements.	No Notes
Frais d'emplacement préférentiel Prime Location Charge	PLC	Tel qu'indiqué dans le sommaire As listed in the Summary	Nos frais pour récupérer les charges et les coûts estimés, qui peuvent inclure le loyer que nous payons au propriétaire, à l'opérateur ou à l'agent de l'emplacement que nous desservons pour cette location ou au propriétaire, à l'opérateur ou à l'agent de l'emplacement de l'adresse de la succursale figurant sur le sommaire. Our charge to recover the estimated charges and costs, which may include rent that we pay to the owner, operator or agent of the location being serviced by us for this rental or to the owner, operator or agent of the location of the Branch Address on the Summary.	No Notes

Nom des frais Fee Name	Code de frais (le cas échéant) Fee Code (if applicable)	Montant Amount	Description Description	Remarques Notes
Recouvrement des frais d'établissement		Tel qu'indiqué dans le sommaire	Nos frais pour récupérer les charges et les coûts estimés, qui peuvent inclure le loyer que nous payons au propriétaire, à l'opérateur ou à l'agent de l'emplacement que nous desservons pour cette location ou au propriétaire, à l'opérateur ou à l'agent de l'emplacement de l'adresse de la succursale figurant sur le sommaire.	
Facility Fee Recovery	FAC REC	As listed in the Summary	Our charge to recover the estimated charges and costs, which may include rent that we pay to the owner, operator or agent of the location being serviced by us for this rental or to the owner, operator or agent of the location of the Branch Address on the Summary.	No Notes
Récupération de l'immatriculation du véhicule	FRAIS D'IMMATRIC. VEHICULE	Tel qu'indiqué dans le sommaire	Frais pour récupérer notre coût quotidien moyen estimé par véhicule des frais imposés par les autorités gouvernementales pour le titre, l'enregistrement et l'immatriculation des véhicules de notre parc de location enregistrés dans la province de location, y compris la taxe sur les climatiseurs, la taxe sur les pneus et la taxe sur les batteries, s'il y a lieu. Le REC IV n'est pas calculé en fonction des coûts imposés à un véhicule particulier.	
Vehicle License Recovery	VLF REC	As listed in the Summary	Our charge to recover our estimated average daily cost per vehicle of the charges imposed by governmental authorities to title, register and plate vehicles in our rental fleet registered in province of rental including air conditioning tax, tire tax and battery levy where applicable. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.	No Notes

ATTACHMENT 2

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of Workers' Compensation and Disability Benefits Insurance should be provided in accordance with Section B below;
- Proof of all other insurance shall be provided in accordance with Section B below;
- After award, the Contractor shall be required to provide proof of all insurance after policy renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation/this Contract, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation/Contract in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and/or approval by OGS does not, and shall not be construed to relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation and any Contract resulting from this Solicitation/Contract.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this Solicitation/the Contract.

A. General Conditions Applicable to Insurance.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review it and shall not be chargeable with knowledge of its contents. In addition, the submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. OGS reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

All policies of insurance required by this Solicitation and any Contract resulting from this Solicitation/Contract shall comply with the following requirements:

1. ***Coverage Types and Policy Limits*.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.

2. ***Policy Forms***. Except as otherwise specifically provided herein or agreed to in any Contract resulting from this Solicitation/Contract, all policies of insurance required by this Attachment shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, OGS reserves the right to accept claims-made policy forms, in its sole discretion, provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. ***Certificates of Insurance/Notices***. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name The New York State Office of General Services, Bureau of Risk and Insurance Management (BRIM), 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

   Certificates of Insurance shall:

   - Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 25);
   - Disclose any deductible, self-insured retention, aggregate limit, or exclusion to the policy that materially changes the coverage required by this Solicitation and any Contract resulting from this Solicitation/Contract;
   - Be signed by an authorized representative of the referenced insurance carriers; and
   - Contain the following or similar language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: *Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.*

4. ***Primary Coverage.*** All Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York,

the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. ***Breach for Lack of Proof of Coverage.*** The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation/the Contract shall be considered a breach of the terms of any Contract resulting from this Solicitation/the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation/the Contract, at law or in equity.

   Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned, or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

6. ***Subcontractors.*** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a Subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable, and shall be provided to OGS upon request. For Subcontractors that are self-insured, the Subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to the Commercial General Liability and Business Automobile Liability policies, in the same manner that the Subcontractor would have been required to pursuant to this section had the Subcontractor obtained such insurance policies

7. ***Waiver of Subrogation***. For all Commercial General Liability, Business Automobile Liability, Umbrella/Excess Liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract

resulting from this Solicitation/the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

8. ***Additional Insured.*** The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability policies required below coverage for on-going operations included as additional insureds (via ISO coverage forms CG 20 10 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section 13 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to the Commercial General Liability and Business Automobile Liability policies, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

9. ***Excess/Umbrella Liability Policies.*** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

10. ***Notice of Cancellation or Non-Renewal.*** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation/Contract.

11. ***Policy Renewal/Expiration.*** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation/Contract shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation/the Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation and any Contract resulting from this Solicitation/Contract, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

12. ***Deadlines for Providing Insurance Documents after Renewal or Upon Request.*** As set forth herein, certain insurance documents must be provided to the OGS BRIM contact identified in the

Contract Award Notice after policy renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days from request. Prior to renewal of such policy;
- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal; For other requested documentation evidencing coverage: 15 calendar days from request. Prior to renewal of such policy;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request. Prior to renewal of such policy.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements.

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation/the Contract, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation/the Contract, or as required by law, whichever is greater:

Insurance Type		**Proof of Coverage is Due**
Commercial General Liability	No less than $1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with the requirements of this Attachment.
General Aggregate	$2,000,000	
Products-Completed Operations Aggregate	$2,000,000	
Personal and Advertising Injury	$1,000,000	
Medical Expenses Limit	$5,000	
Business Automobile Liability	No less than $1,000,000 each accident	
Workers' Compensation		At the time of bid submission and update in accordance with the requirements of this Attachment.
Disability Benefits		

1. ***Commercial General Liability Insurance.*** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

   Policy shall include bodily injury, property damage and broad form contractual liability within the following:
   - General Aggregate
   - Products – Completed Operations Aggregate
   - Personal and Advertising Injury
   - Each Occurrence

   Coverage shall include, but not be limited to, the following:
   - Premises liability;
   - Independent contractors; Blanket contractual liability, including tort liability of another assumed in a contract;
   - Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation/the Contract;
   - Cross liability for additional insureds

2. ***Business Automobile Liability Insurance.*** Such insurance shall cover liability arising out of automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

   In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation/the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation/the Contract.

3. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for contracts have appropriate

workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200*, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE200)
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE200)
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf.

Group 72001 Award PGB-23403 - Passenger Vehicle and Box Truck Rentals
ATTACHMENT 3 – REPORT OF CONTRACT USAGE

Enter the required information in the cells below.

Required Information	Response
Contractor Business Name:	
NYS Contract Number:	
Reporting Period (Dates):	

Contractor shall submit this Report of Contract Usage, including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, no later than 60 days after the close of each calendar quarter. Calendar quarters are Q1: January 1 to March 31, Q2: April 1 to June 30, Q3: July 1 to September 30, and Q4: October 1 to December 31. Include sales for each quarter based on the date the invoice was issued, not the date of order. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

The report is to be submitted electronically via email in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification. Format the subject line of the email as follows: Sales Report_Sales Year_Sales Quarter_Contractor Business Name (e.g., Sales Report 2025 Q4 XYZ Business Name).

The chart below provides definitions and instructions, and example data, for the Columns listed in the Contract Usage tab.

Column	Definition / Instructions	Example
Vendor Business Name	Enter the business name of the entity, (i.e., the Contractor or an Authorized Reseller/Distributor/Dealer/etc. that has been approved by OGS to provide Product under the Contract), that sold the Contract item to the Authorized User.	ABC Company
Contractor or Reseller	Select "Contractor" or "Reseller" from the drop-down menu, as applicable, to indicate if the vendor identified in the Vendor Business Name Column is the Contractor or a Reseller. The term "Reseller" includes Distributor/Dealer/Subcontractor/etc.	Contractor
SB	Select "SB" or "N/A" from the drop-down menu, as applicable, to indicate if the vendor identified in the Vendor Business Name Column is a NYS Small Business. "Small Business" means a business which: (a) is resident in New York State, (b) is independently owned and operated, (c) is not dominant in its field and, (d) employs one hundred or fewer persons.	N/A
M/WBE	Select "MBE" "WBE" "MWBE" or "N/A" from the drop-down menu, as applicable, to indicate if the vendor identified in the Vendor Business Name Column is listed as a certified Minority- or Women-Owned Business Enterprise in the NYS Empire State Development Directory of Certified Minority- and Women-Owned Businesses, located at https://ny.newnycontracts.com (click on "Search the Directory" under "NYS Directory of Certified Firms").	MWBE
SDVOB	Select "SDVOB" or "N/A" from the drop-down menu, as applicable, to indicate if the vendor identified in the Vendor Business Name Column is listed in the Directory of New York State Service-Disabled Veteran-Owned Businesses located at https://online.ogs.ny.gov/sdvob/search.	SDVOB
Order Date	Date on ordering entity's purchase order or other document used to place the order	10/01/30
Purchase Order Number	Number on ordering entity's purchase order or other document used to place the order	0000035842
Invoice Date	Date on vendor's invoice to ordering entity	10/30/30
Invoice Number	Number on vendor's invoice to ordering entity	25-12345
Mini-Bid Number	Number that identifies the mini-bid issued and awarded by the Authorized User	PB-12345
State / Non-State	Select "State" or "Non-State" from the drop-down menu, as applicable, to indicate if the ordering entity is a State Agency (see "State Agency List" worksheet), or a Non-State entity (e.g., a county, town, school district)	State
Authorized User Entity Name	Name of the entity that placed the order. If "State" was selected in the State / Non-State Column, select the entity name from the drop-down. If "Non-State" was selected, manually enter the name of the entity.	Department of Transportation
Region / Facility / Location Name	Region / Facility / Location or other secondary name that identifies the ordering entity	Region 5
Authorized User Location (Ship to City)	City where the item was delivered. Enter "Multiple" if one order was placed for delivery to multiple locations.	Buffalo
Authorized User Location (Ship to County)	County where the item was delivered. Enter "Multiple" if one order was placed for delivery to multiple locations.	Erie
Contract Lot	The number, letter, or category of the Contract Lot for the item purchased, and description if applicable.	A - Tools
Item Number	Contractor's unique alphanumeric identifier assigned to the item. Examples of item numbers include Product Order Codes, ID Numbers, Model Numbers and Catalog Numbers.	A123
Item Name / Description	Description of the item	Claw Hammer
Manufacturer Name	Manufacturer business name of the item purchased	Acme Co.
Manufacturer's Item Number	The manufacturer's unique alphanumeric identifier assigned to the item. Examples of manufacturer's item numbers include Product Order Codes, ID Numbers, Model Numbers and Catalog Numbers.	4567B
GreenNY	Select "Yes" or "No" from the drop-down menu, as applicable, to indicate if the Item meets the GreenNY Specifications for [e.g., Floor Coverings (see https://ogs.ny.gov/greenny/floor-coverings)]	No
Unit of Measure	Packing size of product (e.g. each, per foot, etc.)	Each
Unit List Price	Published Contractor unit price for the item purchased	$100.00
NYS Discount %	The percent difference between Unit List Price and NYS Contract Unit Price (automatically calculated)	10.00%
NYS Contract Unit Price	Unit Price that the Authorized User was invoiced for the item	$90.00
Delivered Quantity	Quantity of the item purchased by the Authorized User	2
Total NYS Contract Price	The NYS Contract Unit Price multiplied by the Quantity (automatically calculated)	$180.00

Contractor Business Name: Enter on Instructions Sheet
NYS Contract Number: Enter on Instructions Sheet
Reporting Period (Dates): Enter on Instructions Sheet

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS. ADDITIONAL ROWS MAY BE INSERTED IF NECESSARY.

Vendor Business Name	Contractor or Reseller	SB	M/WBE	SDVOB	Order Date	Purchase Order Number	Invoice Date	Invoice Number	Mini-Bid Number	State / Non-State	Authorized User Entity Name (Use drop-down for State Agencies)	Region/ Facility/ Location Name	Authorized User Location (Ship to City)	Authorized User Location (Ship to County)	Contract Lot	Item Number	Item Name / Description	Manufacturer Name	Manufacturer's Item Number	GreenNY	Unit of Measure	Unit List Price	NYS Discount %	NYS Contract Unit Price	Delivered Quantity	Total NYS Contract Price
Example: ABC Company	*Contractor*	*N/A*	*MWBE*	*SDVOB*	*10/01/30*	*4000035842*	*10/30/30*	*25-12345*	*PB-12345*	*State*	*Department of Transportation*	*Region 5*	*Buffalo*	*Erie*	*A - Tools*	*A1234*	*Claw Hammer*	*Acme Co.*	*4987B*	*No*	*Each*	$ 100.00	10.00%	$ 90.00	2	$ 180.00
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State Agency List

The following entities are considered NY State Agencies. When completing the Report of Contract Usage, indicate "State" in Column K for the entity type for Authorized Users with these entity names. *Note: Other entities (counties, towns, villages, etc.) may have divisions with similar names (e.g., Wayne County Department of Transportation), but are not considered "State" entities). To streamline completion of the Report of Contract Usage, it is recommended that Contractor/Resellers use the exact names in this list when processing orders for State Agencies. This list is provided as a courtesy and may not be up to date.*

State
Adirondack Park Agency
Authorities Budget Office
Battery Park City Authority
Board of Elections
Bridge Authority
Canal Corporation
Central Pine Barrens Joint Planning and Policy Commission
Commission of Correction
Commission on Ethics and Lobbying in Government
Commission on Judicial Conduct
Council on Children and Families
Council on Developmental Disabilities
Council on the Arts
CUNY - City University of New York
CUNY - Baccalaureate Degree
CUNY - Baruch College
CUNY - Borough of Manhattan Community College
CUNY - Bronx Community College
CUNY - Brooklyn College
CUNY - City College
CUNY - City University Accounting Office
CUNY - City University Construction Fund
CUNY - College of Staten Island
CUNY - Graduate Center
CUNY - Graduate School
CUNY - Graduate School of Journalism
CUNY - Guttman Community College
CUNY - Hostos Community College
CUNY - Hunter College
CUNY - John Jay College
CUNY - John Jay College of Criminal Justice
CUNY - Kingsborough Community College
CUNY - LaGuardia Community College
CUNY - Lehman College
CUNY - Macaulay Honors College
CUNY - Medgar Evers College
CUNY - New York City College of Technology
CUNY - New York City Technical College
CUNY - Online Baccalaureate Degree
CUNY - Queens College
CUNY - Queensborough Community College
CUNY - School of Law
CUNY - School of Professional Studies
CUNY - School of Public Health

State Agency List

CUNY - York College
Department of Agriculture and Markets
Department of Civil Service
DOCCS - Department of Corrections and Community Supervision
DOCCS - Adirondack Correctional Facility
DOCCS - Albion Correctional Facility
DOCCS - Altona Correctional Facility
DOCCS - Arthur Kill Correctional Facility
DOCCS - Attica Correctional Facility
DOCCS - Auburn Correctional Facility
DOCCS - Bare Hill Correctional Facility
DOCCS - Bayview Correctional Facility
DOCCS - Beacon Correctional Facility
DOCCS - Bedford Hills Correctional Facility
DOCCS - Butler Correctional Facility
DOCCS - Camp Georgetown Correctional Facility
DOCCS - Camp Pharsalia Correctional Facility
DOCCS - Cape Vincent Correctional Facility
DOCCS - Cayuga Correctional Facility
DOCCS - Central Office Medical Bill Paying Unit
DOCCS - Central Pharmacy
DOCCS - Chateaugay Alcohol Substance Abuse Correctional Treatment Center
DOCCS - Clinton Correctional Facility
DOCCS - Collins Correctional Facility
DOCCS - Corcraft - Division of Correctional Industries (within DOCCS)
DOCCS - Corcraft - Albion
DOCCS - Corcraft - Attica
DOCCS - Corcraft - Auburn
DOCCS - Corcraft - Central Office
DOCCS - Corcraft - Clinton
DOCCS - Corcraft - Coxsackie
DOCCS - Corcraft - Elmira
DOCCS - Corcraft - Fishkill
DOCCS - Corcraft - Great Meadow
DOCCS - Coxsackie Correctional Facility
DOCCS - Department of Correctional Services - Agencywide
DOCCS - Downstate Correctional Facility
DOCCS - Eastern Correctional Facility
DOCCS - Edgecombe Correctional Facility
DOCCS - Elmira Correctional Facility
DOCCS - Fishkill Correctional Facility
DOCCS - Five Points Correctional Facility
DOCCS - Franklin Correctional Facility
DOCCS - Fulton Correctional Facility
DOCCS - Gouverneur Correctional Facility
DOCCS - Gowanda Correctional Facility
DOCCS - Great Meadow Correctional Facility
DOCCS - Green Haven Correctional Facility
DOCCS - Greene Correctional Facility
DOCCS - Groveland Correctional Facility
DOCCS - Hale Creek Alcohol Substance Abuse Treatment Correctional Annex
DOCCS - Hudson Correctional Facility
DOCCS - Lakeview Shock Incarceration Correctional Facility

State Agency List

DOCCS - Lincoln Correctional Facility
DOCCS - Livingston Correctional Facility
DOCCS - Lyon Mountain Correctional Facility
DOCCS - Marcy Correctional Facility
DOCCS - Mid-Orange Correctional Facility
DOCCS - Mid-State Correctional Facility
DOCCS - Mohawk Correctional Facility
DOCCS - Monterey Shock Incarceration Correctional Facility
DOCCS - Moriah Shock Incarceration Correctional Facility
DOCCS - Mt. McGregor Correctional Facility
DOCCS - Ogdensburg Correctional Facility
DOCCS - Oneida Correctional Facility
DOCCS - Oneida Food Production Center
DOCCS - Operations - NYC Central Administration
DOCCS - Orleans Correctional Facility
DOCCS - Otisville Correctional Facility
DOCCS - Queensboro Correctional Facility
DOCCS - Riverview Correctional Facility
DOCCS - Shawangunk Correctional Facility
DOCCS - Sing Sing Correctional Facility
DOCCS - Southport Correctional Facility
DOCCS - Sullivan Correctional Facility
DOCCS - Summit Shock Incarceration Correctional Facility
DOCCS - Taconic Correctional Facility
DOCCS - Ulster Correctional Facility
DOCCS - Upstate Correctional Facility
DOCCS - Wallkill Correctional Facility
DOCCS - Washington Correctional Facility
DOCCS - Watertown Correctional Facility
DOCCS - Wende Correctional Facility
DOCCS - Willard Drug Treatment Center
DOCCS - Woodbourne Correctional Facility
DOCCS - Wyoming Correctional Facility
Department of Education
Department of Environmental Conservation
Department of Financial Services
DOH - Department of Health
DOH - Helen Hayes Hospital
DOH - Veterans' Home at Montrose
DOH - Veterans' Home at Oxford
DOH - Veterans' Home at Saint Albans
DOH - Western New York Veterans' Home at Batavia
Department of Labor
Department of Motor Vehicles
Department of Public Service
Department of State
Department of Taxation and Finance
Department of Transportation
Department of Veterans' Services
Division of Consumer Protection
Division of Criminal Justice Services
Division of Homeland Security and Emergency Services
Division of Human Rights

State Agency List

Division of Military and Naval Affairs
Division of State Police
Division of Tax Appeals and Tax Appeals Tribunal
Division of the Budget
Dormitory Authority
Empire State Development
Energy Research and Development Authority
Environmental Facilities Corporation
Financial Control Board
Gaming Commission
Geographic Information Systems
Governor's Traffic Safety Committee
Higher Education Services Corporation
Homes and Community Renewal
Housing Finance Agency/ State of NY Mortgage Agency
Hudson River Park Trust
Hudson River Valley Greenway
Jacob K. Javits Convention Center
Justice Center for the Protection of People with Special Needs
Liquidation Bureau
Liquor Authority, Division of Alcoholic Beverage Control
Long Island Power Authority
Metropolitan Transportation Authority
MTA Inspector General
New York Assembly
New York State Insurance Fund
New York State Law Revision Commission
New York State Senate
Niagara Frontier Transportation Authority
NYC311
Office for New Americans
OPWDD - Office for People With Developmental Disabilities
OPWDD - Bernard M. Fineson Developmental Disabilities Service Office
OPWDD - Brooklyn Developmental Disabilities Service Office
OPWDD - Broome Developmental Disabilities Service Office
OPWDD - Capital District Developmental Disabilities Service Office
OPWDD - Central New York Developmental Disabilities Service Office
OPWDD - Finger Lakes Developmental Disabilities Service Office
OPWDD - Hudson Valley Developmental Disabilities Service Office
OPWDD - Institute for Basic Research
OPWDD - Long Island Developmental Disabilities Service Office
OPWDD - Metro New York Developmental Disabilities Service Office
OPWDD - Office For People with Developmental Disabilities
OPWDD - Staten Island Developmental Disabilities Service Office
OPWDD - Sunmount Developmental Disabilities Service Office
OPWDD - Taconic Developmental Disabilities Service Office
OPWDD - Western New York Developmental Disabilities Service Office
Office for the Aging
Office for the Prevention of Domestic Violence
Office of Addiction Services and Supports
Office of Attorney General
Office of Cannabis Management
Office of Children and Family Services

State Agency List

Office of Counter Terrorism
Office of Emergency Management
Office of Employee Relations
Office of Fire Prevention and Control
Office of General Services
Office of Information Technology Services
Office of Interoperable and Emergency Communications
OMH - Office of Mental Health
OMH - Binghamton Psychiatric Center
OMH - Bronx Psychiatric Center
OMH - Brooklyn Children's Center
OMH - Buffalo Psychiatric Center
OMH - Capital District Psychiatric Center
OMH - Central New York Psychiatric Center
OMH - Creedmoor Psychiatric Center
OMH - Elmira Psychiatric Center
OMH - Hudson River Psychiatric Center
OMH - Hutchings Psychiatric Center
OMH - Kingsboro Psychiatric Center
OMH - Kirby Forensic Psychiatric Center
OMH - Manhattan Psychiatric Center
OMH - Mid-Hudson Forensic Psychiatric Center
OMH - Mohawk Valley Psychiatric Center
OMH - Nathan S. Kline Institute
OMH - New York Psychiatric Institute
OMH - Office of Mental Health
OMH - Pilgrim Psychiatric Center
OMH - Rochester Psychiatric Center
OMH - Rockland Psychiatric Center
OMH - South Beach Psychiatric Center
OMH - St. Lawrence Psychiatric Center
OMH - Western New York Psychiatric Center
Office of Parks, Recreation and Historic Preservation
Office of State Comptroller
Office of Temporary and Disability Assistance
Office of the Governor
Office of the Inspector General
Office of the Medicaid Inspector General
Office of Victim Services
Olympic Regional Development Authority
Port Authority of New York and New Jersey
Power Authority
Roosevelt Island Operating Corporation of the State of New York
South Shore Estuary Council
State Employees Federated Appeal
State University Construction Fund
SUNY - State University of New York
SUNY - Adirondack Community College
SUNY - Albany
SUNY - Alfred State
SUNY - Alfred State - College of Ceramics
SUNY - Alfred State - College of Technology
SUNY - Alfred University - College of Ceramics

State Agency List

SUNY - Binghamton
SUNY - Brockport
SUNY - Brooklyn - Educational Opportunity Center
SUNY - Brooklyn - Health Science Center
SUNY - Broome Community College
SUNY - Buffalo State College
SUNY - Buffalo, University of
SUNY - Buffalo, University of - Research Institute on Addictions
SUNY - Canton - College of Technology
SUNY - Capital District Opportunity Center
SUNY - Cayuga Community College
SUNY - Clinton Community College
SUNY - Cobleskill - College of Agriculture and Technology
SUNY - College of Environmental Science and Forestry - ESF
SUNY - College of Optometry
SUNY - Columbia-Greene Community College
SUNY - Cornell University
SUNY - Cornell University - College of Agriculture & Life Sciences
SUNY - Cornell University - College of Human Ecology
SUNY - Cornell University - College of Veterinary Medicine
SUNY - Cornell University - New York State Statutory College
SUNY - Cornell University - NYS School of Industrial & Labor Relations
SUNY - Corning Community College
SUNY - Corning Community College
SUNY - Cortland
SUNY - Delhi - College of Technology
SUNY - Downstate Medical Center
SUNY - Dutchess Community College
SUNY - Empire State College
SUNY - Erie Community College
SUNY - Farmingdale - College of Technology
SUNY - Farmingdale State College
SUNY - Fashion Institute of Technology
SUNY - Fiduciary Student Loan - Federal and State
SUNY - Finger Lakes Community College
SUNY - Fredonia
SUNY - Fulton-Montgomery Community College
SUNY - General State Charges
SUNY - Genesee Community College
SUNY - Geneseo
SUNY - Herkimer County Community College
SUNY - Hudson Valley Community College
SUNY - Jamestown Community College
SUNY - Jefferson Community College
SUNY - Kingston - Small Business Development Corporation
SUNY - Manhattan Educational Opportunity Center - EOC
SUNY - Maritime College
SUNY - Mohawk Valley Community College
SUNY - Monroe Community College
SUNY - Morrisville
SUNY - Nassau Community College
SUNY - New Paltz
SUNY - Niagara County Community College

State Agency List

SUNY - North Country Community College
SUNY - Old Westbury
SUNY - Oneonta
SUNY - Onondaga Community College
SUNY - Orange County Community College
SUNY - Oswego
SUNY - Plattsburgh
SUNY - Polytechnical Institute - SUNY CNSE
SUNY - Polytechnical Institute - SUNY IT
SUNY - Potsdam
SUNY - Purchase
SUNY - Rockland Community College
SUNY - Schenectady County Community College
SUNY - State University Construction Fund
SUNY - State University Plaza - System Administration
SUNY - Stony Brook
SUNY - Stony Brook - Long Island State Veterans Home
SUNY - Stony Brook - University Hospital
SUNY - Suffolk County Community College
SUNY - Sullivan County Community College
SUNY - System Administration
SUNY - Tompkins Cortland Community College
SUNY - Ulster County Community College
SUNY - Upstate Medical University
SUNY - Upstate Medical University - Health Sciences Center
SUNY - Upstate Medical University - Hospital Purchasing
SUNY - Utica/Rome - Institute of Technology - Union
SUNY - Westchester Community College
Teachers' Retirement System
Thruway Authority
Workers Compensation Board
Unified Court System

NASPO VALUEPOINT MASTER AGREEMENT

NASPO ValuePoint Master Agreement

PO-10700-00050035

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

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

1. Master Agreement; Order of Precedence

1.1. This Master Agreement consists of the following:

1.1.1. This Master Agreement, less its exhibits;

1.1.2. Exhibit 5 – Provisions Required by Federal Law

1.1.3. Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;

1.1.4. Descriptions of Services and Rates. including:

- Exhibit 3 –Description of Passenger Vehicle Rental Services and Exhibit 3.1- Rates and Passenger Vehicle Types;
- Exhibit 4 - Description of Box Truck Rental Services and Prices and Exhibit 4.1 Box Truck Locations

1.1.5. Exhibit 2 – Sample Participating Addendum;

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

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

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

2. Definitions

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

3. Term of the Master Agreement

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

4. Products and Services

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

5. Pricing

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

5.1 Price Adjustments

All prices and rates must be guaranteed for the Initial Term of the Master Agreement. Following the Initial Term, any request for price or rate adjustment (a "Request") must be for an equal guarantee period of time and must be made at least 30 Calendar Days prior to the effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved by the Lead State. Lead State will review all Requests in good faith and will review all supporting documentation as a whole. Lead State must provide initial feedback on the Request within 30 business days of receipt of the Request and such feedback shall include any request for additional supporting documentation from Contractor. Lead State will not act in an arbitrary or capricious manner in any rejection of any price or rate increase. No retroactive adjustments to prices or rates will be allowed.

6. Counterparts

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

7. Representations and Warranties

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

8. Governing Law; Jurisdiction and Venue

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

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

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing Request for Services of priority):

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

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

9. Certifications

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

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

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

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

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

Authorized Signatures:
Contractor: EAN Services, LLC

Signature and Date: _____ July 1, 2025

Printed Name and Title: Matthew Morrison, Assistant Secretary

Tax ID: (EAN Services LLC) 26-1186485

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

Signature and Date: _____ 07/01/2025

Printed Name and Title: John Anglemier State Procurement Manager

Approved Pursuant to ORS 291.047

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

Matter: 107090, GF 0182-24

Exhibit 1
NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Contract against the Master Agreement and the applicable Participating Addendum and becomes financially committed to the purchase.

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

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

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

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

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

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

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

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

2. Term of Master Agreement

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

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

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

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

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

4. Participants and Scope

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

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

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

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

4.5 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.6 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

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

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

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

4.10 No Representations. Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

5. NASPO ValuePoint Provisions

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

5.2 Administrative Fees for Business Use

5.2.1 NASPO ValuePoint Fee. For Passenger Vehicle and Box Truck rentals, Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all

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

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on Business Use purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Contractor shall adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state provided that no such adjustment will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

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

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors

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

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

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

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

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

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

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

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

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

5.5.10 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the

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

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

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

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

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

6. Pricing and Payment

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

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

7. Request for Services or Contract

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

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

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

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

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

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

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

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

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

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

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

7.7 **Contract Provisions for Request for Services Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Request for Services or Contracts funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery such the provisions set forth in Exhibit 5. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Request for Services placed under this Master Agreement.

8. Inspection and Acceptance

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

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

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

9. Indemnification

9.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property, arising from any grossly negligent or intentional act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to a breach of this Master Agreement.

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

10. Insurance

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

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

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

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

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

10.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy.

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

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

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

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

11. General Provisions

11.1 Records Administration and Audit

11.1.1 Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Request for Services placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Request for Services placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of three (3) years following termination of this Agreement or final payment for any Request for Services placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

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

11.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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

11.2.1.1 Confidential Information; and

11.2.1.2 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity; and

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

11.2.1.4 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information;.

11.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Request for Services placed and Rental Contract entered into under this Master Agreement. Nothing in this Section 11.2, however, shall be construed to prohibit Contractor from collecting, using, sharing, or disclosing renter data in accordance with the permissible uses outlined in Contractor's privacy policy, which may be accessed at: https://privacy.ehi.com/en-us/home.html (the "Privacy Policy"). Contractor shall provide Lead State notice of changes to the Privacy Policy.

11.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

11.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

11.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the Term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information except that Contractor may retain renter records in accordance with applicable law and the Privacy Policy.

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

11.2.2.5 The following information is not subject to the obligations of non-disclosure, information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, or (5) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

11.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 11.2 would cause irreparable injury to the NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of NASPO ValuePoint, Lead State, Participating Entity/ Purchasing Entity and are reasonable in scope and content.

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

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

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

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

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

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

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

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

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

11.3.5 **Injunctive Relief.** NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity acknowledge that NASPO ValuePoint, Lead State or Participating Entity/Purchasing Entity breach of Section 11.3 would cause irreparable injury to the Contractor that cannot be inadequately compensated in monetary damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

11.4 Assignment/Subcontracts

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

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

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

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

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

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

11.9 Defaults and Remedies

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

11.9.1.1 Nonperformance of contractual requirements;

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

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

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

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

11.9.2 Upon the occurrence of an event of default by Contractor under this Master Agreement, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to

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

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

11.9.3.1 Any remedy provided by law;

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

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

11.9.3.4 Suspension of Contractor's performance; and

11.9.3.5 Withholding of payment until the default is remedied.

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

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

11.9.5.1 Termination of the Participating Addendum or portions thereof;

11.9.5.2 Claim for damages; or

11.9.5.3 Any remedy provided by law.

11.10 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity or Contractor to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Contract. Any

waiver by the Lead State, Participating Entity, or Purchasing Entity or Contractor must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Contract, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Contract will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Contract.

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

11.12 No Waiver of Sovereign Immunity

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

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

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

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

11.15 Notice. Except as otherwise expressly provided in this Master Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing to Contractor, DAS SPS or NASPO at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section.

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

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

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

11.15.4 Contact Information:

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

Phone: 314-512-5000
Email:

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

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

NASPO:
Name:
Title:
Address:

Phone:
Email:

Exhibit 2

Sample Participating Addendum

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

*[Note (delete before execution): Participating Entities that are not states **must** have the prior consent of the Chief Procurement Official of the state in which the Participating Entity is located in Request for Services to execute their own Participating Addendum. Any questions about Participating Addenda or this template may be sent to NASPO ValuePoint at info@naspovaluepoint.org.]*
This Participating Addendum is entered into by [Participating Entity] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

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

I. Participating State shall participate in:

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

II. PARTICIPATING ADDENDUM CONTACTS.

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

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

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

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

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

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

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

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

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*
Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

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

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

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

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

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

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

For Contractor:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]
For Participating Entity:
[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

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

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

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

PARTICIPATING ENTITY:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

CONTRACTOR:

_____

Signature

_____

Printed Name

_____

Title

_____

Date

Exhibit 3
Description of Passenger Vehicle Rental Services

SECTION 1: SERVICE AVAILABLE UNDER THIS MASTER AGREEMENT

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

1.2 GENERAL SERVICES AND REQUIREMENTS

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

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

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

1.2.4 12- 15 Passenger Vans.
The rental of 12- and 15-passenger van vehicle classes in Connecticut, the District of Columbia, Massachusetts, New York, and Rhode Island, Participating Entity will be required to maintain additional third-party liability insurance coverage in the amount of $2,000,000. Participating Entity shall deliver a Certificate of Insurance evidencing such coverage upon execution of the Participation Addendum and as reasonably requested by Contractor from time to time.

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

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

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

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

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

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

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

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

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

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

1.9 Liability for Rental Passenger Vehicle: Contractor shall hold Lead State, Purchasing Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the Passenger Vehicle provided Passenger Vehicle was not used by the Purchasing Entity or Authorized User or Additional Authorized Driver were not in violation of section 3.1. Contractor shall not charge the State, Purchasing Entity or Authorized User any collision/loss damage waiver fee for a Passenger Vehicle operated in compliance with the terms of the Rental Contract and the Master Agreement. The loss of use fee is based on the number of days from the date the Passenger Vehicle was damaged until the completion of the repairs (industry standard equates 4 hours of repair time to one (1) loss of day use), multiplied by the daily rental rate in the pricing section of this Master Agreement**.** Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Authorized User for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a Passenger Vehicle provided under this Contract, provided Passenger Vehicle was not used by the Purchasing Entity or Authorized User or Additional Authorized Driver in any manner listed in Section 3.1. Notwithstanding above, Authorized User in violation shall not smoke in Contractor's Passenger Vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Authorized User or Authorized User's passengers in the Passenger Vehicle while in Authorized User's possession.
Additionally, in the event Purchasing Entity's account experiences Excessive Losses (as defined below), Contractor may, acting in good faith, terminate eligibility for CDW and LP or increase the Rates, in each case upon thirty (30) days' prior written notice to Purchasing Entity.
"Excessive Losses" shall mean, for any 12 month period, if Contractor's costs for damage and/or third-party liability incurred from Purchasing Entity's Authorized Users are substantially disproportionate to Purchasing Entity's annual spend with Contractor (as determined by Contractor in its reasonable discretion).

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

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

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

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

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

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

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

1.12 Vehicle Pick Up/ Return: Contractor must ensure this process is expedited and easy for the Authorized User. At airport locations with counters, Contractor personnel will use commercially reasonable efforts to be available during terminal hours of operation to meet incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractor's shuttle is required. Where managed directly by Contractor personnel, Contract shall use commercially reasonable efforts to ensure a shuttle service pickup is be available within 15 minutes of Authorized User's notification to Contractor. Where managed directly by Contractor personnel, Contract shall use commercially reasonable efforts to ensure Passenger Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor.
Authorized User must sign Contractor's Rental Contract, substantially similar to the representative sample of which is attached to the Master Agreement as Exhibit 6. Area maps if available will be provided free of charge upon request. Passenger Vehicle will be furnished with gas pursuant to Section 3.2. Contractor will also provide the Authorized User with accident, repair, and Passenger Vehicle return instructions and, upon return of the Passenger Vehicle to off airport locations, transport Authorized User to the airport terminal. Contractor shall provide to Authorized User a completed copy of the Rental Contract showing total charges to be billed for the rental.

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

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

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

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

1.15 Rate Structure

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

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

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

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

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

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

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

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

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

subject to applicable drop fees estimated at time of reservation.

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

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

1.17 Environmental Awareness:

1.17.1 Hybrid Vehicles
Pricing for hybrid vehicles is located in the Pricing in Exhibit 3.1.

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

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

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

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

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

1.20 Unpaid Business Use Charges: Unless paid at the time of rental by an Authorized User, Purchasing Entity shall pay and reimburse Contractor for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts,

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

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

SECTION 2 PASSENGER VEHICLE REQUIREMENTS:

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

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

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

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

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

SECTION 3 PARTICIPANT RESPONSIBILITIES

3.1 IMPROPER USE OF PASSENGER VEHICLE:
Purchasing Entity and Authorized User or Additional Authorized Driver agree the Passenger Vehicle will not be used:

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

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

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

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

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

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

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

h. In a test, race, or contest.

i. By an unlicensed driver.

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

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

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

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

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

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

p. By a driver or occupant who is smoking.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 3.1 Rates and Passenger Vehicle Types			
EAN Services, LLC			
	Daily Rate for rentals from 1-6 days, per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate
Sedans			
Economy	$40.00	$240.00	$960.00
Compact	$40.00	$240.00	$960.00
Intermediate	$40.00	$240.00	$960.00
Standard	$42.00	$252.00	$1,008.00
Full Size	$44.00	$264.00	$1,056.00
One Way Rental	$88.00	Not applicable	Not applicable
Passenger Vans			
Mini Van	$75.25	$451.50	$1,806.00
12 Passenger Van	$134.51	$807.06	$3,228.24
SUV's			
Mid/Standard SUV	$71.75	$430.50	$1,722.00
Full Size/Premium SUV	$95.00	$570.00	$2,280.00
Pick-Ups			
Small Pick Up Truck	$99.50	$597.00	$2,388.00
Large Pick Up Truck	$99.50	$597.00	$2,388.00
Other			
Premium	$92.00	$552.00	$2,208.00
Jeep/Crossover	$75.25	$451.50	$1,806.00
Convertible	$92.00	$552.00	$2,208.00
Compact Hybrid	Not offered	Not offered	Not offered
Intermediate Hybrid	$57.00	$342.00	$1,368.00
Full Size Hybrid	$59.00	$354.00	$1,416.00
15 Passenger Van	$154.35	$926.10	$3,704.40
Electric Vehicles Sedan	$85.00	$510.00	$2,040.00
(Premium SUV) For clarity, rates listed in above cost sheet are only for Large SUV	$105.00	$630.00	$2,520.00
Intermediate SUV	$55.00	$330.00	$1,320.00
Compact SUV	$49.00	$294.00	$1,176.00
Luxury Car	$95.00	$570.00	$2,280.00
Toll Pass Devices	Available upon request, rates vary by region and are subject to change		
Roadside Assistance and what is covered	Basic roadside vehicle support services are included and cover vehicle repairs and/or vehicle exchanges necessary as the result of mechanical failures. Costs for services required to remedy customer induced problems or problems resulting from an accident/collision may be passed onto the customer.		
Roadside Assistance Protection	Available upon request at the time of rental at $8.99 per day. This protection waives financial responsibilty for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.		
International Rates	Discount to be offered to all participating entities, see International tab		

Mileage Charge	Rates include free miles up to 3,500 miles per rental for all vehicle classes except small/large pickup trucks, and 12- and 15-passenger vans, each of which include 150 free miles per day, 750 free miles per week, and 3,000 free miles per month, as applicable. Any additional miles will incur an additional charge of $.20 cents per mile
One Way Rental Mileage Charge	One-Way Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be $0.40 per mile

Amount	Daily Surcharges National Brand
$3.00	Richmond
$5.00	Il (Excluding Chicago); NY (unless otherwise Indicated); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis.
$8.00	Manchester; Salt Lake City; Seattle.
$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank: Charleston; WV; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls; Vail.
$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; San Francisco East Bay; Santa Rosa.
$15.00	AK; HI Home City; Boston; Chicago; L.A. International Airport; Midland, TX.
$16.00	Oakland; San Jose
$20.00	San Francisco (including SFO, Peninsula, unless otherwise indicated); MT; ND; Rapid City (RAP)
$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN); Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island; NYC/CT/NJ Metro (including Westchester Home-City, Stamford, and Jersey City).

Amount	Daily Surcharges Enterprise Brand (Airports Only)
$3.00	Richmond
$5.00	Il (Excluding Chicago); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis.
$8.00	Manchester; Salt Lake City; Seattle.
$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls.
$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; Santa Rosa.
$15.00	Boston Airports; Chicago Airports; L.A. International Airport; Midland, TX.
$16.00	Oakland; San Jose
$20.00	San Francisco Airports; MT Airports; ND Airports; Rapid City (RAP)
$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN).

Amount	Daily Surcharges Enterprise Brand (Airport, except those noted above, and Home-City Locations)
$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle
$10.00	Mt Home-City; ND Home-City; NE (excluding Omaha and Lincoln): PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson): Bemidji, MN, Elko; Las Vegas Strip
$12.00	DC Metro; L.A. Home-City and West L.A Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City.
$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
$16.00	San Francisco South Bay Home-City
$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

EAN Services, LLC

BPRI Rates:

a. In countries not specifically scheduled under the Master Agreement, Purchasing Entity and Authorized User have the opportunity to use their applicable account number to book BPRI Rates (defined below)

-For clarity, BPRI Rates are not applicable or available in any country that has a specific rate schedule under the Master Agreement.

b. "BPRI Rates" means daily rental rates for the Brands, which are inclusive of Damage Waiver (or a comparable product) where offered by the Renting Entity with an excess or deductible in an amount determined by the Renting Entity. BPRI Rates for rentals also include any minimum third party liability insurance or other form of financial responsibility as may be required by law in the applicable jurisdiction (priority and applicability of coverage is regulated by the controlling jurisdictional law).

c. BPRI Rates are subject to change on January 1st each year (or such other time as EAN may determine in its sole discretion) without notice.

d. BPRI Rates are subject to the terms and conditions at the Renting Entity location.

Exhibit 4
Description of Box Truck Rental Services

1.1 SERVICES AVAILABLE UNDER THIS MASTER AGREEMENT

Services are available to Purchasing Entities in all 50 states.

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

1.2 In order for an Authorized User or Additional Authorized Driver to be eligible to rent from Contractor or Rental Entity, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older, and meet the other normal renter qualifications of the applicable Rental Entity at the applicable renting location. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental. CDW and LP provisions are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If, Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

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

1.4 Rental Conditions

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

1.5 Maintenance

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

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

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

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

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

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

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

1.6 Box Truck Downtime

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

1.7 Assignment

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

1.8 Accidents

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

1.9 Liability for Box Truck

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

1.10 Reservations

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

1.10.1 Reservation Systems/Options

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

1.11 Short Notice Reservations

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

1.12 Box Truck Pickup/Return

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

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

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

1.13 Master Agreement Adherence

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

1.14 Rate Composition

1.14.1 Round Trip Rentals

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

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

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

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

1.17 Investigative Assistance

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

1.18 Branch Locations

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

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

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

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

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

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

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

insuring Participating Entity's liability for negligence or fault arising out of the use or operation of Box Trucks by its employees or agents (including all drivers) with minimum split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence, or a combined single limit of $300,000 or if greater the minimum amount required by applicable state law; and, where required by law, uninsured and/or underinsured liability coverage, uninsured and/or underinsured property damage coverage and/or personal injury protection in an amount equal to the minimum amount required by applicable state law;
(b) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Box Truck) covering all Box Trucks rented pursuant to this Agreement.
Each insurance policy set forth above shall name Contractor as an additional insured for Participating Entity's contractual obligations under this Agreement and shall include an endorsement stating that such insurance shall not be canceled or modified such that the minimum limits or requisite coverages are no longer in force or non-renewed without thirty (30) days prior written notice to Contractor. Participating Entity hereby acknowledges and agrees that the insurance required to be maintained by it under this section must provide "primary coverage" for the protection of Participating Entity with respect to the acts or omissions of Participating Entity and/or any of its employees or agents (including all drivers) notwithstanding any other coverage carried by Participating Entity or Contractor insuring against similar risks. All insurance shall be written through companies having an A.M. Best's rating of at least A- VII or with such other companies as may reasonably be approved by Contractor. Participating Entity waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance required to be maintained hereunder. Physical damage coverage shall name Contractor as a loss payee. Notwithstanding anything to the contrary, should Participating Entity be provided Liability Protection in the Base Rental Rate per the applicable Schedule, such Liability Protection shall be primary, subject to its terms and conditions, to any similar liability coverage maintained by Participating Entity.

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

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

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

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

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

2. BOX TRUCK REQUIREMENTS

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

2.2 Required Box Trucks/Equipment

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

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

operation of the Box Truck.

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

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

2.8 Non-Smoking Box Trucks

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

3 PARTICIPANT RESPONSIBILITIES

3.1 Improper Use of Box Truck

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

a) by a driver who is impaired by or under the influence of narcotics, alcohol, intoxicants, or any drugs, used with or without a prescription.
b) for any illegal purpose or in any illegal, fraudulent, or reckless manner, such as, (i) to store or transport explosives, chemicals, corrosives, medical waste, or any other hazardous materials or pollutants, (ii) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (iii) in areas of civil unrest, including labor strike areas, or (iv) without sufficient levels and types of fuel, coolants, lubricants, and other fluids.
c) By a driver committing a felony, indictable offense, or otherwise engaged in a criminal act.
d) To push or tow another vehicle unless the Box Truck is equipped for towing and is specified to do so in the Rental Contract and Contractor has provided prior written consent.
e) To push or tow anything in violation of the manufacturer's specifications.
f) to carry passengers or property for hire or for driver training or testing.
g) To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) Purchasing Entity has obtained bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Box Truck is rented and operated, if different, (ii) upon Contractor's request, Purchasing Entity provides satisfactory evidence of such insurance with Contractor as an additional named insured and loss payee on the policy, and (iii) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.
h) In a test, race or contest.
i) By an unlicensed driver.
j) By a person other than an Authorized User with the minimum driver requirements.

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

3.2 Fuel Tanks

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

Standard Box Trucks Rates					
Exhibit 4.1 Rates and Box Truck Types *See Liability insurance below					
EAN Services, LLC					
	Daily Rate for rentals from 1-6 days per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate		
Box Trucks (No lift gate)				**Additional Per Mile Charge**	
12 feet long, minimum 3,000 payload	$79.80	$478.80	$1,915.20	$0.14	
15 feet long, minimum 3,500 payload	$88.35	$530.10	$2,120.40	$0.14	
16 feet long, minimum 3,500 payload	$93.10	$558.60	$2,234.40	$0.14	
20 feet long, minimum 9,000 payload	$97.85	$587.10	$2,348.40	$0.14	
26 feet long, minimum 9,000 payload	$106.40	$638.40	$2,553.60	$0.14	
Box Trucks (With Lift Gates)				**Additional Per Mile Charge**	
15 feet long, minimum 3,500 payload	$93.10	$558.60	$2,234.40	$0.14	
16 feet long, minimum 3,500 payload	$93.10	$558.60	$2,234.40	$0.14	
20 feet long, minimum 9,000 payload	$97.85	$587.10	$2,348.40	$0.14	
26 feet long, minimum 9,000 payload	$106.40	$638.40	$2,553.60	$0.14	
Pick Up Trucks				**Additional Per Mile Charge**	
Heavy Duty Pick up (3/4 ton)	$87.30	$523.80	$2,095.20	$0.20	* see below
Heavy Duty Pick up (1 ton)	$96.03	$576.18	$2,304.72	$0.20	
Other Rentals Available				**Additional Per Mile Charge**	
Standard Cargo Van	$76.63	$459.78	$1,839.12	$0.20	* see below
Other Trucks/Vans Available				**Additional Per Mile Charge**	
12 Ft Stake Bed	$97.85	$587.10	$2,348.40	$0.14	
Stake Class 4/5 Conventional	$97.85	$587.10	$2,348.40	$0.14	
16 Ft Stake Bed	$97.85	$587.10	$2,348.40	$0.14	
24 Ft Stake Bed	$107.35	$644.10	$2,576.40	$0.14	
26 Ft Stake Bed	$107.35	$644.10	$2,576.40	$0.14	
3/4 Ton Pick up 4WD Diesel	$91.18	$547.08	$2,188.32	$0.20	* see below
1 Ton Pick up Truck 4WD Diesel	$99.91	$599.46	$2,397.84	$0.20	* see below
Mini Cargo Van	$73.72	$442.32	$1,769.28	$0.20	* see below
Heavy Duty Cargo Van	$78.57	$471.42	$1,885.68	$0.20	* see below
Heavy Duty XL Cargo Van	$80.51	$483.06	$1,932.24	$0.20	* see below
Hi-Roof cargo Van	$85.36	$512.16	$2,048.64	$0.20	* see below
24Ft box Truck with lift gate	$102.60	$615.60	$2,462.40	$0.14	

Retained Responsibility	All Rates listed in cost sheet above include DW with $2,500.00 Retained Responsibility
Liability	**Rates include LP for accidents arising out of the operation or use of the rental vehicle with split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence in either case upon the terms and subject to the limitations set forth herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck."**
*Mileage Included	The following trucks/Vans have 150 free miles per day, 750 free miles per week and 3,000 free per month include in rates: 3/4 Ton Pick up, 3/4 Ton Diesel, 1 ton Pick up , 1 ton pick up Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van and Hi-Roof Cargo van.
Telematics	Available upon request, rates vary by region
Preventative Maintech included in rental	Limited to oil changes, fluids, filters, normal wear of brakes and tires. Preventative Maintenance does not include repairs required that are result of neglect, abuse, or collision. Repairs to after market equipment and glass are not included.
Moving Blankets/Pads/Dollies/Straps	Available upon request, rates vary by region and are subject to change
Roadside Assistance Protection	Available upon request at $8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.

$1M Liability Plan					
Exhibit 4.1 Rates and Box Truck Types *See Liability insurance below					
EAN Services, LLC					
	Daily Rate for rentals from 1-6 days per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate		
Box Trucks (No lift gate)				**Additional Per Mile Charge**	
12 feet long, minimum 3,000 payload	$91.80	$550.80	$2,203.20	$0.14	
15 feet long, minimum 3,500 payload	$100.35	$602.10	$2,408.40	$0.14	
16 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14	
20 feet long, minimum 9,000 payload	$109.85	$659.10	$2,636.40	$0.14	
26 feet long, minimum 9,000 payload	$118.40	$710.40	$2,841.60	$0.14	
Box Trucks (With Lift Gates)				**Additional Per Mile Charge**	
15 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14	
16 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14	
20 feet long, minimum 9,000 payload	$109.85	$659.10	$2,636.40	$0.14	
26 feet long, minimum 9,000 payload	$118.40	$710.40	$2,841.60	$0.14	
Pick Up Trucks				**Additional Per Mile Charge**	
Heavy Duty Pick up (3/4 ton)	$99.30	$595.80	$2,383.20	$0.20	* see below
Heavy Duty Pick up (1 ton)	$108.03	$648.18	$2,592.72	$0.20	
Other Rentals Available				**Additional Per Mile Charge**	
Standard Cargo Van	$88.63	$531.78	$2,127.12	$0.20	* see below
Other Trucks/Vans Available				**Additional Per Mile Charge**	
12 Ft Stake Bed	$109.85	$659.10	$2,636.40	$0.14	
Stake Class 4/5 Conventional	$109.85	$659.10	$2,636.40	$0.14	
16 Ft Stake Bed	$109.85	$659.10	$2,636.40	$0.14	
24 Ft Stake Bed	$119.35	$716.10	$2,864.40	$0.14	
26 Ft Stake Bed	$119.35	$716.10	$2,864.40	$0.14	
3/4 Ton Pick up 4WD Diesel	$103.18	$619.08	$2,476.32	$0.20	* see below
1 Ton Pick up Truck 4WD Diesel	$111.91	$671.46	$2,685.84	$0.20	* see below
Mini Cargo Van	$85.72	$514.32	$2,057.28	$0.20	* see below
Heavy Duty Cargo Van	$90.57	$543.42	$2,173.68	$0.20	* see below
Heavy Duty XL Cargo Van	$92.51	$555.06	$2,220.24	$0.20	* see below
Hi-Roof cargo Van	$97.36	$584.16	$2,336.64	$0.20	* see below
24Ft box Truck with lift gate	$114.60	$687.60	$2,750.40	$0.14	

Retained Responsibility	All Rates listed in cost sheet above include DW with $2,500.00 Retained Responsibility
Liability	**$1M Combined Single Limt included in Rates**
Mileage Included	The following trucks/Vans have 150 free miles per day, 750 free miles per week and 3,000 free per month include in rates: 3/4 Ton Pick up, 3/4 Ton Diesel, 1 ton Pick up , 1 ton ick up Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van and Hi-Roof Cargo van.
Telematics	Available upon request, rates vary by regior
Preventative Maintech included in rental	Limited to oil changes, fluids, filters, normal wear of brakes and tires. Preventative Maintenance does not include repairs required that are result of neglect, abuse, or collision. Repairs to after market equipment and glass are not included.
Moving Blankets/Pads/Dollies/Straps	Available upon request, rates vary by region and are subject to
Roadside Assistance Protection	Available upon request at $8.99 per day. This protection waives financial responsibilty for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.

Amount	Daily Surcharges Enterprise Brand
$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle
$10.00	Mt Home-City; ND Home-City; NE (excluding Omaha and Lincoln): PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson): Bemidji, MN, Elko; Las Vegas Strip
$12.00	DC Metro; L.A. Home-City and West L.A Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City.
$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
$16.00	San Francisco South Bay Home-City
$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

Exhibit 5
Provisions Required by Federal Law

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

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

2. Clean Air Regulations. Contractor agrees:

a. It will not use any facilities listed on the US EPA list of Violating Facilities";

b. It will report the use of facilities place on the or likely to be placed on the US EPA "list of Violating Facilities".

c. It will report violations of use of prohibited facilities to FTA; and

d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251-1387)

e. It will include the substance of this clause in all agreements or subcontracts in excess of $150,000 with subcontractors at every tier, including this requirement to flow down the clause.

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

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

5. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

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

7. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

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

8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

8.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

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

9.1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

9.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

9.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

9.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

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

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

11. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

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

11.2. Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and

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

12. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

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

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

15. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

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

17. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

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

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

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

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

NASPO ValuePoint Master Contract PO-10700-00050035
EAN Services LLC

Exhibit 6
(Representative Sample of Rental Contract)

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. Definitions: 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. What You Must Pay Us.

a. Summary Charges. 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. Additional Charges. 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. Toll and Related Fees. 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. What Happens if the Vehicle is Damaged or Causes Damage.

a. Your Obligation to Report Accidents / Damage and Cooperate. 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. Your Responsibility to US. 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

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

EAN Services LLC

Master Contract EXHIBIT 6 – (Representative Sample of Rental Contract)

GLOBAL CONSUMER PRIVACY POLICY

Global Consumer Privacy Policy

Global Consumer Privacy Policy

Last Updated on 07/1/2026

The team at Enterprise Mobility works to conduct ethical business on a daily basis. One of the ways we achieve that is through transparency. Learn more about the customer data we collect, why we need it and how your information is used.

Introduction

Enterprise Holdings, Inc., through its global network of independent subsidiaries and affiliates, is a leading provider of mobility solutions and owns the Enterprise Mobility brands including Enterprise Rent-A-Car, National Car Rental, Alamo, Enterprise Truck Rental, Enterprise Flex-E-Rent, Enterprise Car Sales, Enterprise CarShare, Enterprise Car Club, Exotic Car Collection by Enterprise, and Subscribe with Enterprise (collectively, "Enterprise Mobility," "we," "our," "us"). Enterprise Mobility values your privacy and is committed to protecting your personal data. In this Privacy Policy, we explain how we collect, use, disclose, transfer, or otherwise process personal data, as well as individual rights you may have when you use our sites and services.

For purposes of the global transfer frameworks and standard contractual clauses that we are parties to, we use "Enterprise Holdings, Inc." as the contracting entity and the entity that commits to these privacy principles, on behalf of Enterprise Holdings, and its subsidiaries and affiliates. This Privacy Policy applies to Enterprise Holdings, Inc. and certain Enterprise Holdings, Inc.'s subsidiaries and affiliates, which can be viewed here. For more details on Enterprise Mobility's legal disclaimer, click here.

For more information about our Privacy Program, please visit: Compliance and Ethics | Enterprise Mobility

Data Collection Categories

Categories of Personal Data

Audio-Visual Information: including call recordings and Photo Image Information.

Customer Service-Related Information: including your opinions when participating in surveys or promotions.

Financial and Personal History Information**: including income, credit history, employment history, other personal data required to complete a credit application, this may include Social Security or other government identifiers.

Geolocation Information**: including approximate or precise location from our mobile apps, approximate location from our websites and precise location from our vehicles.

Health Information**: including information or inferences about relevant health conditions you have that assist us in providing you with adaptive driving devices or information related to claims involving injuries.

Inferences: drawn from the categories of information in this Privacy Policy to predict your preferences and types of services. In limited cases the selection of adaptive driver equipment may make it possible to infer disability.

Personal and Online Identifiers:

- **Account Information**** including Contact Information and username and password.
- **Claims Information**** Recordkeeping information, including accident-related details (such as information about third parties, involved individuals, witnesses, and police reports), insurance information, incident details used to determine who is at fault, vehicle details, credit repair details, details regarding your vehicle repair needs, and your onward mobility needs.
- **Contact Information** including first and last name, address(es), phone number, and email address.
- **Device Information** including unique device identifiers such as your device IP address, operating system, location information, device connections which may be via Bluetooth or other connection services through our mobile application.
- **Driver Qualifications and Identity Verification Information**** including contact information, driver's license information, date of birth, photos or images provided by you for verification, insurance information, passport information, unique online identifiers, proof of residence, and where relevant, personal references, financial and identity-related verification, and document authentication.
- **Loyalty and Affiliation Information** including Enterprise, Alamo, or National rewards and loyalty information, account information, Corporate Account ID numbers. This also includes other membership numbers, frequent flyer, or travel partner affiliations you choose to share with us as part of affiliation programs where we provide discounts or other benefits.
- **Photo Image Information** including images captured for security, verification, and claims purposes, such as when you submit a photo (e.g., of a government-issued identification document**) for Driver Qualifications or images captured on CCTV cameras at one of our locations.

Professional or Employment-related Information: including the name of your employer and/or professional contact details when provided by you, others or by one of our third-party business partners, or your employment history when purchasing a vehicle.

Online Activity: including browsing or search history, information regarding your interactions with our websites, mobile applications, emails, or advertisements, including web logs and approximate geolocation.

Optional Information: such as emergency contact information, special requirements you may have, preferences (including marketing), personal data shared through the course of building and maintaining a business relationship, or otherwise voluntarily shared by you.

Sensitive Data:** We collect information that may be deemed "sensitive" personal data under various privacy laws. While some of these laws may provide an opt-out opportunity for this information, we use and disclose this information only for purposes permitted by law that do not require an opt-out. This type of sensitive data, such as Driver Qualifications, Identity Verification, Account, Financial, Claims or Health Information, will be noted by using this symbol (**) where we describe what data we collect about you. We use this information to provide the services and transactions requested and in accordance with this Privacy Policy. For certain uses of Geolocation Information in our Mobile Apps and websites where precise location data is collected and used, we provide you with the opportunity to opt-out or turn off these features.

Transaction information:

- **Car Sales Transaction Information** including vehicle purchased, purchase price, license plate and/or VIN associated with a vehicle trade-in, and ancillary products purchased.
- **Rental Transaction Information** including vehicle rental information, booking confirmation, rental and return locations, dates of the rental, type of rental and your vehicle preference, ancillary products purchased, airline and flight number, photographs you submit of receipts and/or vehicle condition through the camera feature available on some of our mobile applications and websites, billing information, charges, payments, and credit card information.

Vehicle Data:** described in the Our Vehicles section which may include precise Geolocation Information.

Where We Collect Data From

Affiliates: We collect categories of personal data listed above such as **Contact Information** and **Claims Information** from our affiliates to operate our business and as described in this Privacy Policy to provide our products and services. Our affiliates' employees in IT, marketing, operations, and customer service divisions will use your information as described in this Privacy Policy, and unless where consent is required by applicable law, to send you information about products and services or respond to your inquiry.

Franchisees: The global nature of our business and operations require us to collect **Contact Information**, and where applicable **Driver Qualifications and Identity Verification Information**, **Rental Transaction Information, Loyalty and Affiliation Information,** and (if applicable) **Health information.** See the Franchisee & Fulfillment Provider page for a list. The list is subject to change from time to time, and you should periodically review it for changes. The Franchisee maintains its own privacy policy in respect of the rental data that you provide to the Franchisee. You are encouraged to check the privacy policy of the Franchisee that is applicable to your transaction. For more information, see the Key Facts information provided in your rental reservation and the rental terms and conditions.

Fulfillment Providers

- **Rental Fulfillment Providers:** we collect categories of personal data listed above, such as **Contact Information**, in certain countries from fulfillment providers to carry out your rental car transaction. While these providers are made available through our branded websites, they are independent operators. You are encouraged to check the privacy policy of the company applicable to your transaction. See the Franchisee & Fulfillment Provider page for a list.
- **Car Sales Fulfillment Providers:** We collect categories of personal data listed above such as **Car Sales Transaction Information** and **Financial and Personal History Information** to provide an appraisal value of a trade-in vehicle and facilitate the purchase of a vehicle. The fulfillment provider maintains its own privacy policy regarding the information that you provide to them. You are encouraged to check the privacy policy of the provider applicable to your transaction.

Our Systems: information about the transaction or service provided.

Our Vehicles: information collected and shared through the use of our vehicles and as described further in the Our Vehicles section.

Publicly Available Sources: such as social media or other content you have made available to the public and we use this information to the extent permitted by applicable law.

Third-Party Business Partners: who may provide us with the following additional information about you or your household:

- **Affiliations** including hotel, airline, and other membership clubs you belong to and who provide us your general Contact Information and booking information.
- **Credit and financing partners** including credit reporting agencies and/or credit unions, who facilitate the completion of credit applications when financing a vehicle purchase or when applying for a business rental.
- **Fraud prevention providers** who provide us with (if relevant) financial and identity-related verification and document authentication.
- **Insurance providers** who refer you to us and provide your Contact Information, policy information, claim-related information, and booking confirmation to facilitate a rental.
- **Marketing providers** who provide information to help us better communicate our products and services, including email acquisition services, data hygiene services, data brokers, and market research partners and platforms.
- **Referral sources** such as our Refer-A-Friend program or third parties who refer you to us for services.
- **Third-party booking sites** who provide us with general contact information and a booking confirmation number to facilitate the rental.
- **Vehicle sales websites** that provide us with your contact information when you inquire about a specific vehicle for sale.
- **Your employer** who has set up a Corporate Account ID for contracted rates or direct billing arrangements.

Service Providers: provide us with the following information about you or your household:

- **Customer support** to provide customer service-related information and inquiries made by you
- **Customer survey providers** such as your response to our customer service surveys
- **Identity Verification** to verify identity, authenticate documents and for fraud prevention purposes
- **Security services** that provide footage of you from our CCTV system

For information about who we may share your Personal Data with, please refer to the How We Share Information section.

Subsidiaries: We collect ALL categories of personal data listed above from our independent regional operating companies ("Subsidiaries") operating the Enterprise Rent-A-Car, National Car Rental, Alamo Rent A Car, and Discount Car and Truck Rental brands as well as Truck Rental, Car Sales, CarShare or Car Club, and Subscribe with Enterprise, as well as other programs, features and services to provide our products and services and as otherwise described in this Privacy Policy. Please see the Subsidiaries page for a list. The list is subject to change from time to time, and you should periodically review it for changes. Our subsidiaries will use your information as described in this Privacy Policy, including, as applicable, to send you information about products and services or respond to your inquiry.

Websites and Digital Properties: information that is automatically collected by using one of our websites or mobile apps.

You: personal data that you provide to us to perform a transaction or service with one of our businesses.

How We Use Your Data

When we process your Personal Data (including Sensitive Data), we will do so with proper legal justification. Below we include more information about our processing purposes, the types of Personal Data collected and processed, and our legal justification for doing so. Where we require information from you and you do not provide it, this may impact our ability to provide the services and transactions requested.

For UK/EU in certain instances, we may process your Personal Data (and Sensitive Data) based on your consent. Where you have provided us with your consent to collect and use your data, you may choose to subsequently withdraw your consent at any time, however, such withdrawal does not affect the lawfulness of processing before your withdrawal.

1. Renting a Vehicle
2. CarSharing (UK Car Club)
3. Purchasing a Vehicle
4. Loyalty Programs
5. Websites and Mobile Apps
6. Our Vehicles
7. Customer Service
8. Accident Claims with Our Vehicles
9. Accident Management Services
10. Our Locations

Information We Collect About You:

When renting a vehicle, including being added as an authorized additional driver, or joining one of our rental programs, we will collect the following:

Information Collected	**Source(s)**	**Why We Collect Your Information, Our Legal Basis, and How We Use It**
Contact Information	You, Insurance providers, Your employer, Referral sources, Third-party booking sites, Affiliations, Subsidiaries, Franchisees, Fulfillment Providers	**In the performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving and renting. Unless where consent may be required by applicable law, to communicate important transactional information related to your reservation or rental by email, text or call, and to respond to any inquiries you may have. **When necessary for our legitimate interests:** To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. We will

		do this to respond to law enforcement requests, collect unpaid bills, and to avoid liability for penalties you incur (e.g., traffic citations) and for claims processing purposes. **When you have given consent where required by applicable law:** To send, or to ask if you want to receive, by email or text promotional or targeted marketing communications, opportunities, and services that may be of interest to you. These may include invitations to join our Loyalty Programs, upgrade announcements, offers and discounts, online communications regarding an incomplete online membership form or reservation, and offers related to other services and products we offer. See the Customer Service section for how we improve our services to you.
Driver Qualifications and Identity Verification Information**	You, Service Providers	**When necessary for our legitimate interests:** For fraud prevention purposes, to verify identity and authenticate identity-related documentation, including any photos provided. For certain transactions, additional points of contact may be requested through personal references. For loss prevention, we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g., traffic citations) and for claims processing purposes. **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, traffic regulation, or, in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security.

Rental Transaction Information	You, Subsidiaries, Franchisees, Our Systems	**For the performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving and renting a vehicle. **When necessary for our legitimate interests:** **To communicate important information regarding your reservation or rental. These communications are transactional in nature and will be sent to you via email, text, or call.** **To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, to avoid liability for penalties you incur (e.g., traffic citations) and for claims processing purposes.** **To aggregate transaction data collected about you and use it for any lawful purpose.** **When necessary for compliance with a legal obligation:** **To use and share information with government and regulatory authorities when required by law, traffic regulation, or, in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security.**
Claims Information**	You, Insurance providers, Your employer,	**When necessary for our legitimate interests:** To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any rental agreement or our websites' terms and conditions. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, to avoid liability for penalties you

		incur (e.g., traffic citations) and for claims processing purposes. **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, traffic regulation, or, in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security. See our Accident Claims with Our Vehicles and Accident Management Services sections for more information.
Health Information**	You or others you have authorized, Insurance providers	**In performance of a contract:** To validate and process claims that involve injuries. See our Accident Claims with Our Vehicles section for more information. **When you have given consent where required by applicable law:** To assist us in providing you with the most appropriate vehicles, such as those with adaptive driving devices. In some cases, this will require us to infer or implicitly collect information about your health or physical condition.
Geolocation Information**	Our Vehicles	**When necessary for our legitimate interests:** To enable us to use vehicle data systems for purposes listed in the Our Vehicles section, such as assisting in recovering a vehicle we reasonably believe is stolen or abandoned, and to facilitate the vehicle return process (where remote return is available) and for billing purposes. **When necessary for compliance with a legal obligation:** To use and share information about your vehicle's location with emergency services in the event that you are involved in an accident.
Vehicle Data	Our Vehicles	**In performance of a contract:** To facilitate the vehicle return process (where remote return is available) and for billing purposes.

		When necessary for our legitimate interests: To enable us to use vehicle data systems for purposes listed in the Our Vehicles section below, such as assisting in recovering a vehicle we reasonably believe is stolen or abandoned. **When you have given consent where required by applicable law in certain jurisdictions:** To use vehicle information to assist and manage the transactions that you have agreed to and to fulfill obligations under the Rental Agreement. To use and share information about your vehicle's location with emergency services in the event that you are involved in an accident. **When necessary for compliance with a legal obligation:** In emergency situations, to use vehicle information to contact emergency services using eCall technology in the event of an accident (UK & EU only). **To protect vital interests:** Unless where consent is required by applicable law, or there is a legal obligation, to use and share your information in response to law enforcement requests. See the Our Vehicles section for more information.
Professional or employment-related information,	Your employer	**In the performance of a contract:** To provide the services that you (or someone on your behalf, your company, or other entity) request, such as reserving and renting vehicles.
Customer Service-Related Information	You, Service Providers	**When necessary for our legitimate interests:** To assist us in providing better products and services. This is to evaluate the performance of our staff, to assess the quality of products and services received, and to help us improve our websites, and services. Unless where consent is required by applicable law, your feedback may be requested via email, text, or call. See the Customer Service section for more information.

Loyalty and Affiliation Information	You, Insurance providers, Your employer, Affiliations	**When necessary for our legitimate interests:** To facilitate billing or specific rates or discounts and loyalty benefits. This may be related to your participation in one of our Loyalty programs or a program through another membership club or travel affiliation.
Photo Image Information	You, Service Providers	**When necessary for our legitimate interests:** To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. To protect our legal rights and manage the security of our networks and property. For example, we will use CCTV to ensure the security of our premises.
Inferences	You, Third-Party Business Partners	**When necessary for our legitimate interests:** Where permissible, and unless consent is required by applicable law, to develop a profile of your preferences and interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products, and services. These statistics are used to help us to provide better customer service, products, features and functionality for you and other customers in the future.

Information We Collect About You

When joining one of our CarShare or Car Club programs, we will collect the following:

Information Collected	**Source(s)**	**Why We Collect Your Information, Our Legal Basis, and How We Use It**
Contact Information	You, Referral sources, Insurance providers, Your employer, Third-Party Booking Sites, Affiliations, Subsidiaries, Franchisees, Fulfillment providers	**In the performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving and renting. **Where necessary for our legitimate interests:** To communicate important information regarding your reservation or rental. These communications are transactional in nature and will be sent to you via email, text, or call.

		To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, to avoid liability for penalties you incur (e.g., traffic citations) and for claims processing purposes. **When you have given consent where required by applicable law:** To send, or to ask if you want to receive, by email or text promotional or targeted marketing communications, opportunities, and services that may be of interest to you. These may include invitations to join our Loyalty Programs, upgrade announcements, offers and discounts, online communications regarding an incomplete online membership form or reservation, and offers related to other services and products we offer. See our Customer Service section for how we use your information to improve our services to you.
Driver Qualifications and Identity Verification Information**	You, Service Providers,	**When necessary for our legitimate interests:** For fraud prevention purposes, to verify identity and authenticate identity-related documentation, including any photos provided. For certain transactions, additional points of contact may be requested through personal references. For loss prevention, we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, to avoid liability for penalties you incur (e.g., traffic citations) and for claims processing purposes. **When necessary for compliance with a legal obligation:**

		To use and share information with government and regulatory authorities when required by law, traffic regulation, or, in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security.
Rental Transaction Information	You, Subsidiaries, Franchisees, Our Systems	**In performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving and renting vehicles. To provide customer service related to your interactions with us or to respond to your inquiry. **When necessary for our legitimate interests:** To communicate important information regarding your reservation or rental. These communications are transactional in nature and will be sent to you via email, text, or call. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, to avoid liability for penalties you incur (e.g., traffic citations), and for claims processing purposes. To aggregate personal data collected about you and use it for any lawful purpose. **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, traffic regulation. Or, in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security.
Claims Information**	You, Insurance providers, Your employer	**When necessary for our legitimate interests:** To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any rental agreement or our website's terms and conditions.

		To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, traffic regulation. Or, in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security. See our Accident Claims with Our Vehicle and Accident Management Services sections for more information.
Health Information**	You or others you have authorized, Insurance providers	**Performance of a contract:** To validate and process claims that involve injuries. **When you have given consent where required by applicable law:** To assist us in providing you with the most appropriate vehicles, such as those with adaptive driving devices. In some cases, this will require us to infer or implicitly collect information about your health or physical condition.
Geolocation information**	Our Vehicles	**When necessary for our legitimate interests:** To enable us to use vehicle data systems for purposes listed in the Our Vehicles section, such as assisting in recovering a vehicle we reasonably believe is stolen or abandoned, and to facilitate the vehicle return process (where remote return is available) and billing purposes. Unless where consent may be required by applicable law, to allow the use of precise Geolocation Information** to provide notifications, offers, confirm rental status information, or provide other information to enhance your experience, to locate the vehicle assigned to you for expedited pickup and return, or to allow access when in proximity to your assigned vehicle. Permissions to use your device's precise geolocation information or Bluetooth connection can be turned off at any time by changing the settings in the mobile application or on your device. Some features or

		service options may not be available when these items are turned off. **When necessary for compliance with a legal obligation:** To use and share information about your vehicle's location with emergency services in the event that you are involved in an accident.
Vehicle Data	Our Vehicles	**In performance of a contract:** To use Vehicle Information to assist and manage transactions that you have agreed to and to fulfill obligations under the rental agreement. **When necessary for our legitimate interests:** To enable us to use vehicle data systems for purposes listed in the Our Vehicles section below, such as assisting in recovering a vehicle we reasonably believe is stolen or abandoned, to facilitate the vehicle return process (where remote return is available), and for billing purposes. **When necessary for compliance with a legal obligation** In emergency situations, to use vehicle information to contact emergency services using eCall technology in the event of an accident (UK & EU only). **To protect vital interests:** Unless where consent is required, or a legal obligation exists, to use and share your information in response to law enforcement requests. See the Our Vehicles section for more information.
Professional or employment-related information	Your employer	**In performance of a contract:** To provide the services that you (or someone on your behalf, like your company, or other entity) request, such as reserving and renting vehicles.
Customer Service-Related Information	You, Service Providers	**When necessary for our legitimate interests:** To assist us in providing better products and services. This is to evaluate the performance of our staff, to assess the quality of products and services received, and to help us improve our websites and services. Unless where consent may be required by applicable

		law, your feedback may be requested via email, text, or call.
Account Information**	You	**In performance of a contract:** To enroll you in our CarShare/Car Club business, and to send information relating to your ongoing membership of these businesses. To facilitate log-in and management of your account. **When necessary for our legitimate interests:** To deliver our services to you.
Loyalty and Affiliation Information	You, Insurance providers, Your employer, Affiliations	**When you have given consent where required by applicable law:** To facilitate billing or specific rates or discounts.
Photo Image Information**	You, Service Providers	**When necessary for our legitimate interests:** To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. To protect our legal rights and manage the security of our networks and property. For example, we will use CCTV to ensure the security of our premises.
Inferences	You, Third-Party Business Partners	**When necessary for our legitimate interests:** Where permissible and unless where consent is required by applicable law, to develop a profile of your preferences and your interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products and services. These statistics are used to help us to provide better customer service, products, features and functionality for you and other customers in the future.

Information We Collect About You:

In the U.S., when you purchase a vehicle, trade-in a vehicle, or apply for financing through Enterprise Car Sales, we will collect the following:

Information Collected	**Source(s)**	**Why We Collect Your Information and How We Use it**

Contact Information	You, Subsidiaries, Referral sources, Marketing providers, Vehicle sales websites	To provide the services that you (or someone on your behalf, insurance provider or other entity) request when purchasing a vehicle. To provide customer service related to your interactions with us or to respond to your inquiry. To communicate important information about your purchase and provide you with great service. These communications, which are transactional in nature, will be sent to you via email, text, or call, including sending one-time use security tokens via text. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. We will do this to respond to law enforcement requests and collect unpaid bills. Unless where consent may be required by applicable law, to send, or to ask if you want to receive, by email or text promotional or targeted marketing communications, opportunities, and services that may be of interest to you. These may include inventory announcements, offers and discounts, online communications regarding an incomplete online purchase and offers related to other services and products we offer. See the Customer Service section for how we improve our services to you.
Driver Qualifications and Identity Verification Information**	You, Service Providers	For fraud prevention purposes, to verify identity and authenticate identity-related documentation, including any photos provided, as well as additional points of contact for vehicle test drives or purchases. For loss prevention, we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk. To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests and collect unpaid bills.

		To use and share information with government and regulatory authorities when required by law, or in response to a legal process, obligation, or request, including checking appropriate sanction lists.
Car Sales Transaction Information	You, Car Sales Fulfillment Providers	To use vehicle information to assist with and manage transactions that you have agreed to and to fulfill obligations under the purchase agreement. To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any agreement or our website's terms and conditions. To provide an appraisal value of a trade-in vehicle, Car Sales uses your Vehicle Identification Number (VIN) and/or license plate to run a vehicle history and value report on your vehicle. After your purchase of a vehicle from one of our Car Sales locations, and at your request to facilitate additional vehicle options (leather seats, tinted windows, satellite radio or other subscription services, etc.), we will share your Contact Information and (where applicable) Car Sales Transactional Information with the companies that provide those products or services. To aggregate Personal Data collected about you and use it for any lawful purpose. To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests and to collect unpaid bills. To use and share information with government and regulatory authorities when required by law or in response to a legal process, obligation, or request, including checking appropriate sanction lists.
Financial and Personal History Information	You, Credit and financing partners	To provide the services that you (or someone on your behalf) request when purchasing a vehicle. To facilitate the completion of credit applications when financing a vehicle purchase.

Professional or Employment-related Information	You, Service Providers	To provide the services that you (or someone on your behalf) request when purchasing a vehicle. To use and share information with government and regulatory authorities when required by law, or in response to a legal process, obligation, or request. For fraud prevention purposes, to verify identity and authenticate identity-related documentation.
Photo Image Information**	You, Service Providers	To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. To protect our legal rights and manage the security of our networks and property. For example, we will use CCTV to ensure the security of our premises.
Inferences	You, Third-Party Business Partners	Where permissible and unless where consent is required by applicable law, to develop a profile of your preferences and your interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products, and services. These statistics are used to help us to provide better customer service, products, features and functionality for you and other customers in the future.

Information We Collect About You:

When joining one of our loyalty programs like Enterprise Plus, Emerald Club or Alamo Insiders, we will collect the following:

For U.S. based customers, also see our Notice of Financial Incentive.

Information Collected	**Source(s)**	**Why We Collect Your Information, Our Legal Basis, and How We Use It**
Contact Information	You	**In performance of a contract:** To enroll you in our Loyalty Programs and send information relating to your ongoing membership of these programs. **When necessary for our legitimate interests:** To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any

		agreement, including loyalty agreement or our websites' terms and conditions. For loss prevention we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. When you have given consent where required by applicable by law: To send, or to ask if you want to receive, by email or text promotional or targeted marketing communications, opportunities and services that may be of interest to you. These may include invitations to join our Loyalty Programs, upgrade announcements, offers and discounts, online communications regarding an incomplete online membership form and offers related to other services and products we offer. See our Customer Service section for how we improve our services to you.
Driver Qualifications and Identity Verification Information**	You	**When necessary for our legitimate interests:** For loss prevention, we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk. To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests. **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, traffic regulation, or in response to a legal process, obligation, or request, including checking appropriate sanction lists.
Account Information**	You	**In performance of a contract:** To facilitate log-in and management of your account.

Loyalty and Affiliation Information	You, Third-Party Business Partners	**In performance of a contract:** To enroll you in our Loyalty Programs, send information relating to your ongoing membership of these programs, and provide benefits in connection with these programs (e.g. airline miles or other rewards).
Inferences	You, Third-Party Business Partners	**When necessary for our legitimate interests:** Where permissible and unless where consent is required by applicable law, to develop a profile of your preferences and your interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products and services. These statistics are used to help us to provide better customer service, products, features and functionality to you and other customers in the future.

Information We Collect About You:

When using our websites or mobile apps to search, reserve, rent or buy, we will collect the following:

Information Collected	Source(s)	Why We Collect Your Information, Our Legal Basis, and How We Use It
Device Information	Our Websites and Digital Properties	**In performance of a contract:** To use mobile device or app connections which help issue certain commands to the vehicle to facilitate your CarShare/Car Club transactions. **When necessary for our legitimate interests:** To compile statistics and analysis about our customers' use of our websites, products and services. These statistics are used help us to provide better customer service, products, features and functionality to you and other customers in the future. To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any agreement or our websites' terms and conditions. Unless where consent may be required by applicable law, to develop a profile of your preferences and your interactions with our services so that we can provide

		tailored offers, opportunities and services that may be of interest to you. To enhance our advertising experience, including cross-device tracking to link your activity across our websites and mobile apps (including across non-affiliated websites and mobile apps) based on information about relationships among different browsers and devices. Unless where consent may be required by applicable law, to use your device's camera to enable you to upload your photo ID and/or the vehicle's condition. Permissions to use your device's camera can be turned off at any time by changing the settings in the mobile application or on your device. Some features or service options may not be available when these items are turned off.
Online Activity	You, Our Websites and Digital Properties, Third-Party Business Partners	**When necessary for our legitimate interests:** To protect our legal rights and manage the security of our networks and property, including to protect our websites from spam and abuse. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests, rights, privacy, and property. To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any agreement or our websites' terms and conditions. Unless where consent may be required by applicable law, to develop a profile of your preferences and your interactions with our websites, mobile applications, emails, or advertisements through the use of cookies and other automated technology including web beacons, clear GIF, pixels, internet tags, web server logs, and other data collection tools so that we can provide tailored offers, opportunities and services that may be of interest to you. To enhance our advertising experience, including cross-device tracking to link your activity across our websites and mobile apps (including across non-affiliated websites and mobile apps) based on information about relationships among different browsers and devices.

		For more information see our Cookie Policy and the How We Share Information section. To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities, and services. To compile statistics and analysis about our customers' use of our websites, products, and services. These statistics are used to help us to provide better customer service, products, features and functionality to you and other customers in the future. **To protect vital interests:** To receive, use and share your information with third parties to protect the safety or that of individuals and the public.
Geolocation Information**	You**,** Our Websites and Digital Properties	**When necessary for our legitimate interests:** Where permissible, collect certain information about your preferences and your interactions with our services using location information (such as postal code, city, metropolitan or geographic area) so that we can provide tailored offers, opportunities and services that may be of interest to you. To provide the services that you (or someone on your behalf, by corporation or other entity) request, such as reserving, renting, purchasing, leasing motor vehicles, fleet management services or providing accident management services, including to use location information (such as postal code, city, metropolitan or geographic area) from your device to provide services, such as finding a location. Unless where consent may be required by applicable law, to allow the use of precise Geolocation Information** to provide notifications, offers, confirm rental status information, or provide other information to enhance your experience, Permissions to use your device's precise geolocation information or Bluetooth connection can be turned off at any time by changing the settings in the mobile application or on your device.

		Some features or service options may not be available when these items are turned off.
Account Information**	You	**When necessary for our legitimate interests:** To facilitate log-in and management of your account.
Loyalty and Affiliation Information	You, Our Websites and Digital Properties	**In performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving, renting, purchasing, and leasing motor vehicles, fleet management services or providing accident management services.
Inferences	You, Third-Party Business Partners	**When necessary for our legitimate interests:** Where permissible and unless where consent is required by applicable law, to develop a profile of your preferences and your interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products and services. These statistics are used to help us to provide better customer service, products, features and functionality for you and other customers in the future.

Information about vehicle data technology and our uses:

Connected Car and Telematics Data

Our vehicles may be equipped with telematics devices such as pre-installed event data recorders, global positioning devices, OnStar® and other communications systems and technologies that may be connected to the Internet or cellular services. We (and at times the vehicle manufacturer and other authorized third parties) may collect information from these telematics devices and other technologies and use and share it as described below or as otherwise set out in this Privacy Policy. This information is generally associated with the vehicle only and maintained without being linked to an individual. This information will be linked to an individual only for the purposes and in the situations described below. Any information that is linked to you will be treated as personal data in accordance with this Privacy Policy. You are responsible for informing passengers and other drivers that vehicle data is collected and used as described in this section.

You may also choose to accept or purchase optional devices that enable you to collect certain vehicle data. Please refer to the device manufacturer's terms and conditions and privacy policy.

The use of telematics devices and other pre-installed services and technologies are subject to our rental terms and conditions and, in some cases, the vehicle manufacturer's and/or technology provider systems' terms and conditions and privacy policy. For OnStar, information is available at www.onstar.com. For other vehicle manufacturers please visit here. Some or all of these features may be turned on at all times,

even when other services or other media in the vehicle are turned off. If you are unsure whether your rental vehicle contains telematics devices, technologies or systems, please speak to a member of our team.

Depending on your type of rental, we collect and use vehicle data as follows:

Fuel information	We use this information to facilitate recording and billing for fuel charges.
Odometer information	We use this information to facilitate billing for mileage charges (where applicable) and to help us manage our fleet.
Vehicle diagnostic and performance information	We use such information to help us identify vehicle maintenance needs and manage the fleet.
Mobile device or app connections	We use this information to help us issue certain commands to the vehicle to facilitate to facilitate your CarShare or Car Club transaction (See the Data Collection Categories section regarding Your Device Information).
Precise Geolocation information**	We collect and use vehicle location information to: - Enable our roadside assistance providers to provide you with roadside assistance. - Enable emergency service providers to dispatch emergency services to you. - Assist us in recovering a vehicle we reasonably believe is lost, stolen, or abandoned. - To facilitate the vehicle return process (where remote return is available) and for billing purposes.
Event data recorders	In certain claims situations, we may use this information in connection with accident investigations and claims-related efforts.
Legally compelled disclosures and emergency circumstances	We may share vehicle information, including precise geolocation information, where legally compelled or in emergency circumstances. In addition, in the United Kingdom and European Union, our vehicles are required to be equipped with eCall technology, which is activated if your vehicle is involved in an accident. eCall will automatically call and provide information regarding the accident to emergency services. We will also use, disclose, and have access to this information.

We retain vehicle information based on retention periods in accordance with our business needs and legal requirements. We may use and store this data after the expiration of our contract with you.

Infotainment Systems, and Vehicle Manufacturer Apps.

If you pair a mobile device with our vehicles' navigation or infotainment systems and choose to use OnStar, Apple CarPlay, Android Auto, or other similar third-party software, application virtual assistance, features, settings, profiles, or services on the vehicle or if you choose to use any navigation features on the vehicle's infotainment systems or other device, your personal data and other data may be transferred and stored on these systems. We cannot guarantee the privacy or confidentiality of such information. You should delete all such personal data and other data from these systems or devices before the vehicle is returned to avoid subsequent occupants of the vehicle accessing this information.

If you download a mobile app made available by a vehicle manufacturer or other third party and register or enroll the vehicle in that app, your use of the app may result in the sharing of telematics data and other information (including location information and personal data) with the vehicle manufacturer or other third party. Your use of these apps and/or technology is strictly governed by the manufacturer or third party's terms and conditions and privacy policies. Before the vehicle is returned, you should either remove the app from your mobile device or delete the vehicle from the app.

Video Cameras and Advanced Driver Assistance Systems (ADAS)

Our vehicles may be equipped with videos cameras, ADAS or similar technologies, both inside and outside the vehicle, that collect video footage, driving behavior or sensor information. These technologies and their settings will vary depending on the vehicle manufacturer. Please refer to the vehicle manufacturer's terms and conditions and privacy policy.

Information We Collect About You:

When you contact us for customer service, we will collect the following:

Information Collected	**Source(s)**	**Why We Collect Your Information, Our Legal Basis, and How We Use It**
Contact Information	You, Insurance providers, Your employer, Third-Party Booking Sites, Affiliations, Subsidiaries, Franchisees, Fulfillment Providers	**In performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving, renting, or purchasing a vehicle. To provide customer service related to your interactions with us or to respond to your inquiry. **When necessary for our legitimate interests:** To communicate important information regarding your reservation or rental. These communications are transactional in nature and will be sent to you via email, text, or call.

		When you have given consent where required by applicable law: Where applicable, to ask for your feedback by email, text or call, to assist us in providing better products and services. This is to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
Audio-Visual Information	Service Providers	**In performance of a contract:** Unless where consent may be required by applicable law, your feedback may be requested via email, text, or call. **When necessary for our legitimate interests:** To assist us in providing better products and services, for example, to evaluate the performance of our staff, to assess the quality of products and services received, and to help us improve our websites, facilities, and services.
Rental Transaction Information	You, Subsidiaries, Franchisees, Our Systems	**In performance of a contract:** To provide the services that you (or someone on your behalf, like your company, insurance provider or other entity) request, such as reserving, renting, purchasing, claims management or providing accident management services. To provide customer service related to your interactions with us or to respond to your inquiry. **When necessary for our legitimate interests:** To communicate important information regarding your reservation or rental. These communications are transactional in nature and will be sent to you via email, text, or call. To provide customer service related to your interactions with us or to respond to your inquiry. To aggregate personal data collected about you and use it for any lawful purpose. **When necessary for compliance with a legal obligation:**

		To use and share information with government and regulatory authorities when required by law, or in response to a legal process, obligation, or request, including checking appropriate sanction lists, or for maintaining public security.
Inferences	You, Third-Party Business Partners	**When necessary for our legitimate interests:** Where permissible and unless where consent is required by applicable law, to develop a profile of your preferences and your interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products, and services. These statistics are used only to enable us to provide better customer service, products, features and functionality to you and other customers in the future.

Information We Collect About You:

When accidents occur while renting or with one of our vehicles, we will collect the following:

Information Collected	**Source(s)**	**Why We Collect Your Information, Our Legal Basis, and How We Use It**
Contact Information	You, Insurance providers, Subsidiaries	**In performance of a contract:** To satisfy our rights and obligations in our contract with you and request related to details of accident claims. Unless where consent may be required by applicable law, to communicate important information regarding your claim by email, text, or call, and to respond to any inquiries you may have. **When necessary for our legitimate interests:** For loss prevention, we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk. To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, and to avoid liability for penalties you incur related to claims processing purposes.

Claims Information**	You, Insurance providers, Publicly Available Sources, Subsidiaries	**When necessary for our legitimate interests:** To use and share your information with third parties to permit us to pursue available remedies or limit damage that we may sustain and to enforce the terms of any rental agreement or our websites' terms and conditions. For loss prevention, we maintain a record of individuals whose past interactions with us indicate they may present a non-payment, safety, or fraud risk. To receive, use and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, to collect unpaid bills, and to avoid liability for penalties you incur related to claims processing purposes. **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, or in response to a legal process, obligation, or request.
Health Information**	You or others you have authorized, Insurance providers,	**In performance of a contract:** To process accident claims. **When necessary for our legitimate interests and/or to comply with a legal obligation:** To receive, use and share your information with third parties to permit us to pursue available remedies or limit damages that we may sustain and to enforce the terms of any contract or agreement we have with you or our websites' terms and conditions.
Vehicle Data	You, Our Vehicles	**When necessary for our legitimate interests:** In certain claims situations we may use event data recorders in connection with accident investigations and claims-related efforts.

Information We Collect About You:

When you contact us for accident management assistance purposes (which we may administer on behalf of the entity that refers your details to us, such as an insurance company, accident management company, vehicle manufacturer, Your employer, dealership, fleet management provider or breakdown provider), we will collect the following:

Information Collected	Source(s)	Why We Collect Your Information, Our Legal Basis, and How We Use It
Contact Information	You, Referral sources, Insurance providers, Affiliates, Third-Party Business Partners	**In performance of a contract:** To assist in providing accident management services as may be requested by you or on your behalf by one of the entities listed above. Unless where consent is required by applicable law, to communicate important information related to your claim by email, text or call, and to respond to any inquiries you may have. **When necessary for our legitimate interests:** To provide customer service related to your interactions with us or to respond to your inquiry. See our Customer Service section for how we improve our services to you.
Claims Information**	You, Insurance providers, Affiliates, Third-Party Business Partners	**In performance of a contract:** To assist in providing accident management services as may be requested by you or on your behalf by one of the entities listed above. **When necessary for our legitimate interest:** To receive, use and share your information with third parties to determine fault in the accident, monitor for fraud, eligibility for services, assess mobility needs and to facilitate repairs, payments and/or litigation as necessary. We will do this to communicate information related to details of accidents, including that of any third parties for claims processing purposes, and to collect unpaid bills. (For additional details on our processing of your Personal Data uses when obtaining a rental vehicle please see the Renting a Vehicle section). **When necessary for compliance with a legal obligation:** To use and share information with government and regulatory authorities when required by law, or in response to a legal process, obligation, or request.
Inferences	You, Third-Party Business Partners	**When necessary for our legitimate interests:** Where permissible and unless where consent is required by applicable law, to develop a profile of your

		preferences and your interactions with our services so that we can provide tailored offers, opportunities and services that may be of interest to you. To compile statistics and analysis about our customers' use of our websites, products, and services. These statistics are used to help us to provide better customer service, products, features and functionality for you and other customers in the future.

Information We Collect About You:

When you visit one of our locations, we will collect the following:

Information Collected	**Source(s)**	**Why We Collect Your Information, Our Legal Basis, and How We Use It**
Audio-Visual Information	Service Providers	**When necessary for our legitimate interest:** To assist us in providing better products and services. This is to evaluate the performance of our staff, to assess the quality of products and services received, and to help us improve our websites, facilities, and services. To receive, use, and share your information with third parties to prevent, detect, and report fraud and protect our business interests and rights, privacy, safety, and property, or that of individuals and the public. To protect our legal rights and manage the security of our networks and property. For example, we will use CCTV to ensure the security of our premises.

Retention of Personal Data

We retain personal data for as long as we need to fulfill our business purposes, as set out below. Once the retention period expires and if not otherwise required to retain information by law, we will delete or de-identify personal data:

Rental transactions	We may keep the data associated with your rental agreement for up to seven years from the date of the rental or in accordance with our business needs, subject to other local legal requirements. We keep records of payments you have made for two years from the date of the transaction (depending on the location of the rental).
Car Sales transactions	We keep the data associated with the sale of a vehicle for up to ten years from the date of sale, subject to other local legal requirements.

Claims	We keep the data associated with claims involving our renters or other individuals for the life of the claim and up to ten years from the conclusion of our obligation, subject to other legal requirements.
Customer service-related inquiries	We keep general inquiries for three years, unless you make a complaint, in which case, we keep complaint data for seven years.
Marketing, Device information and Online Activity	We keep data linked to cookies and other online identifiers for up to three years. We keep other marketing information, such as email subscription and loyalty enrollment data, for up to seven years after your last interaction with us.
Litigation, disputes & law enforcement	If we are involved in litigation, dispute or a governmental or regulatory investigation, then we keep data throughout the period of litigation, dispute or investigation and for five years after that. If a settlement states that we must keep data for longer, then we keep data for the period required to administer the settlement. If we provide data to law enforcement agencies, then we keep a record of this for one year beyond the end of the investigation.

How We Share Information

As a global provider of transportation solutions, we share your information with third parties in order to provide a seamless experience and to comply with legal, regulatory and contractual requirements.

Category of Third Party	Categories of Information that May Be Disclosed	Reasons for Disclosure
Subsidiaries	All Categories as defined in Our Data Collection Categories Section	We share your Personal Data with our Subsidiaries to provide the services you have requested and (with your consent where applicable) for marketing purposes. For a list of Subsidiaries click here. The list is subject to change from time to time, and you should periodically review it for changes. Our Subsidiaries will use your information, as described in this Privacy Policy, including, as applicable, to send you information about products and services or respond to your inquiry.
Affiliates	Contact Information, Driver and Identity Verification, Rental Transaction Information, and Professional or employment-related information.	We share the information we collect from and about you with our Affiliates, Enterprise Fleet Management, Inc., and Enterprise Fleet Management Canada Inc., for the purpose of offering or evaluating fleet management services.
Franchisees	Contact Information, Driver and Identity Verification Information, Transaction Information, Customer	The global nature of our business and operations requires us to share your personal data with our Franchisees. For a list of these Franchisees, click here. The list is subject to change from time to

	Service-Related Information, Loyalty and Affiliations, and (if applicable) Health Information.	time, and you should periodically review it for changes. Each Franchisee is an independent business and is responsible for the management of the Personal Data it collects and receives. You are encouraged to check the privacy policy of the Franchisee that is applicable to your transaction. For more information, see the Key Facts information provided in your rental reservation and the rental terms and conditions.
Fulfillment Providers	Contact Information, Driver and Identity Verification, Rental and Car Sales Transaction Information	In certain countries, we may use Fulfillment Providers to carry out the services you request. For example, if you make a reservation for a car and driver in countries that require a driver, we will send your Contact Information and Rental Transaction Information to the fulfillment provider in those countries. Where car and driver services are made available for you to reserve, these services are fulfilled by the company disclosed at the time of reservation. While made available through our branded websites, these companies are independent operators, and you are encouraged to review the privacy policy of the company applicable to your transaction. See the Franchisee & Fulfillment Provider page for a list. To provide an appraisal value of a trade-in vehicle, Car Sales may use Fulfillment Providers to obtain an appraisal value of a trade-in vehicle using your license plate and/or Vehicle Identification Number (VIN) to run a vehicle history and value report on your vehicle. After your purchase of a vehicle from one of our Car Sales locations, and at your request to facilitate additional vehicle options (leather seats, tinted windows, satellite radio or other subscription services) we will share your Contact Information and (where applicable) Car Sales Transactional Information with the companies that provide those products or services. The Fulfillment Provider maintains its own privacy policy with respect to the information that you give to the provider. You are encouraged to check the privacy policy of the provider that is applicable to your transaction.

Service Providers and Third-Party Business Partners	See the Additional Information on Who We Share Information With section below for more details.	We share your information with our service providers and/or business partners who we work with to provide our products and services to you.
Government Authorities	Personal Data relevant to complying with a legal obligation	Personal Data may also be shared with government authorities to comply with a legal obligation as outlined above in the Data Collection Categories and How We Use Your Data sections.
Sale, Merger, or Change in Control	All categories of Personal Data relevant to sale, merger, or change in control.	Information may also be transferred to another company in the event of a transfer, change of ownership, reorganization, or assignment of all or part of our businesses or assets. If required by law, we will notify you of any such change in ownership or control of your personal data via email, prominent notice on our website(s), or as otherwise may be required or permitted by law.
Social Media Platforms and Networks	Device Information, Rental and Car Sales Transaction Information, Online Activity, Geolocation Information (coarse/non-precise location data), Inferences	We use third-party digital platforms, such as Google and Meta, to serve you more relevant ads, including on non-affiliated sites. We may share information about you with these platforms as part of their advertising offerings. Some of those ads may be personalized, meaning that they are intended to be relevant to you based on information collected about your use of our websites and mobile apps and other sites or apps over time, including information about relationships among different browsers and devices. For more information, including how to opt out, please see our Cookie Policy and the Your Rights section below. Our websites may include social media features, such as Facebook button. These features may collect your IP address, pages you are visiting on our website, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our site. Your interactions with these features are governed by the privacy policy of the company providing it. If you use one of these social media sites and do not want them to collect data through our website

		and link it to your member data, you must log out of your user account before visiting our website and delete the relevant cookies. You can also block social plug-ins with browser add-ons. See the social media site for their plug-in instructions. We use your Personal Data for targeted advertising and in the last 12 months we have "sold" (as defined by some U.S. state privacy laws) the following types of Personal Data: email address and the other categories listed in this section. We do not provide advertisers Sensitive personal data as defined by these U.S. state privacy laws.

Additional Information on Who We Share Information With

Our Service Providers and Third-Party Business Partners

We will share your:

Contact Information, Driver Qualification and Identity Verification Information, Rental and Car Sales Transaction Information, Device Information, Claims Information, and Financial and Personal History Information	☐ Payment, administrative, and technical support providers ☐ Insurance replacement, corporate rental, or other customers or partners to facilitate the transaction, services, and rewards programs providers ☐ Vehicle recovery agents ☐ Debt collection providers ☐ Credit reporting agencies ☐ Identity, email and address verification providers ☐ Claims processors ☐ Vehicle manufacturers and their vehicle repair providers and/or roadside assistance providers ☐ Fleet providers ☐ Other providers for vehicle repair and damage assessment purposes
Health Information	☐ Claims processors ☐ Adaptive device providers
Contact and Transactional Information	☐ Toll and citation processors ☐ Commercial Parking Operators

Contact Information, Rental Transaction Information, and Loyalty and Affiliation Information:	▯ For insurance replacement, corporate rental, or other customers or partners to facilitate payment of the rental transaction or fulfillment of any rewards programs. ▯ Companies who conduct customer research or satisfaction surveys on our behalf. ▯ Communication providers to send email, text, and other marketing and service-related communications to you on our behalf, *in the European Union, our communications provider, Twilio, may collect and process certain information from you as a data controller to provide these services. Please visit Twilio's privacy notice here to learn more about their data practices*. ▯ Customer support providers, such as the provider of our live chat feature, to provide you customer service. ▯ Commercial account partners to manage their account with us, including where they have an agreement with us to pay for some or all charges related to your transaction. Please see their privacy policy for details about their privacy practices.
Device Information and Online Activity	▯ Analytics and technology providers for location-based services and to analyze, enhance, and manage our data in order to provide, maintain, and improve our services. ▯ Technology providers for security purposes.

Global Data Transfers and Processing

As a global business and to provide you with services globally, the information you provide us, or that we collect, may be transferred or accessed by our Subsidiaries, Affiliates, Franchisees, Fulfillment Partners, Third-Party Business Partners, and Service Providers around the world. We maintain our global information systems primarily in the United States. If you provide to us or if we collect Personal Data about you outside the U.S., we will transfer and maintain your Personal Data in the U.S. However, in limited circumstances, Personal Data may be stored or accessed outside the U.S., including where we use certain Service Providers such as call center support, claims processors, and IT providers.

Where applicable, we have Standard Contractual Clauses or another approved mechanism for cross-border transfers.

EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF)

We participate in and have certified our compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF), (collectively referred to as the "Frameworks"). We are committed to treating all personal data received from European Union (EU) member countries, the U.K., and Switzerland in reliance on these Frameworks and their applicable principles.

To learn more about the Frameworks, and to view our certification, visit the U.S. Department of Commerce's website (https://www.dataprivacyframework.gov/s/) . With respect to information received or transferred pursuant to the Frameworks, we are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal information in response to lawful requests by U.S. public authorities, including to meet national security or law enforcement requirements.

Enterprise Holdings is responsible for the processing of personal data it receives under the Frameworks and subsequently transfers to third parties acting as an agent on its behalf. Enterprise Holdings complies with the Frameworks' applicable principles for all onward transfers of personal data from the EU, the U.K., and Switzerland, including the onward transfer liability provisions.

If personal data covered by this Privacy Policy is to be used for a new purpose that is materially different from that for which the personal data was originally collected or subsequently authorized, or is to be disclosed to a non-agent third party in a manner not specified in the Privacy Policy, we will provide you with an opportunity to choose whether to have your personal data so used or disclosed. Requests to opt-out of such uses or disclosures of personal data can be submitted to us by accessing ourGlobal Privacy Portalon ourContact Uspage.

As defined by the Frameworks Principles, certain personal data, such as information about medical or health conditions, racial or ethnic origin, political opinions, and religious beliefs, is considered "Sensitive Information." We will not use Sensitive Information, for a purpose other than for which it was originally collected or subsequently authorized by you unless we receive your affirmative consent (opt-in).

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Enterprise Holdings, Inc. commits to resolve DPF Principles-related complaints about our collection and use of your personal information. EU, UK, and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact us via our Global Privacy Portal.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Enterprise Holdings, Inc commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF to JAMS, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF

Principles-related complaint to your satisfaction, please visit https://www.jamsadr.com/DPF-Dispute-Resolution for more information or to file a complaint. The services of JAMS are provided at no cost to you.

Under certain conditions, as more fully described on the U.S. Department of Commerce's website (**https://www.dataprivacyframework.gov/s/**), you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Transactions Requested in Other Countries

If you book a reservation to be fulfilled by a Franchisee or Fulfillment Provider in another country or one of our independent Subsidiaries or Affiliates (e.g., in the United States, Canada, Germany, Spain, France, Ireland and the United Kingdom), we will transfer your Personal Data to the relevant Franchisee, Fulfillment Provider or local Subsidiary or Affiliate in that country in order to facilitate your requested transaction.

Visit the Contact Us page for more information.

Children's Privacy

Our websites and online marketing are not directed to, and we do not knowingly collect Personal Data from children under the age of 18 or your country's age of minority. If you believe that your child has provided us with their Personal Data and you need to let us know to delete it, please visit the Contact Us page.

Your Rights

Specific countries and U.S. states grant individuals certain rights with respect to Personal Data about them that we have collected. If you are subject to the privacy law(s) of one of these jurisdictions, you may be able to exercise some or all of the following rights regarding your personal data, subject to certain exceptions and limitations. For a list of jurisdictions with applicable rights click here

Right	Description
Right to confirm	The right to confirm whether we are processing Personal Data about you.
Right to know/access	The right to know and access the Personal Data we have collected about you. This access right may extend to (i) the categories and specific pieces of Personal Data we collect, use, and disclose about you (ii) the categories of sources from which we collected Personal Data about you (iii) our purposes for collecting or sharing Personal Data about you (iv) the categories of Personal Data about you that we have disclosed for a business purpose (v) the categories or names of third parties with whom we have shared Personal Data.
Right to portability	The right to receive a portable and readily usable copy of the Personal Data we have collected about you, to the extent feasible.
Right to correct	The right to correct inaccurate Personal Data. When you have an account with us, you may review, change, or update your contact information and certain other personal data by logging into your account.
Right to delete	The right to delete the Personal Data we have collected about you.

Right to opt out	The right to opt out of (i) certain collection or uses of your Personal Data, including the use of cookies and similar technologies and the use of your Personal Data for marketing purposes (ii) the sale, sharing, or processing of Personal Data for targeted advertising (iii) profiling or automated decision-making with significant effects.
Right to object/restrict	The right to object to and restrict the processing of Personal Data in certain circumstances.
Right to withdraw consent	The right to withdraw consent to the processing of certain Personal Data, including Personal Data that may be deemed Sensitive.
Right to appeal	The right to appeal a business or data controller's decision not to take action on a consumer data rights request.
Right to nondiscrimination	The right not to receive discriminatory treatment for the exercise of privacy rights.
Right to lodge a complaint	The right to, where applicable, lodge a complaint with your supervisory authority.

Targeted Advertising, Do Not Sell/Share My Data

We share Personal Data for targeted advertising purposes and engage in "sales" of certain personal data as defined by U.S. state laws. There are 3 ways you can opt out of such "sales" or sharing. First, by clicking the "Privacy Choices" link in the footer of the websites and mobile apps you are using and by toggling off the Advertising button. This applies to our use of cookies or other similar technologies, and may need to be done for each browser or device that you use. Second, for our use of Contact Information in some social media advertising activities that we treat as processing for targeted advertising under applicable privacy laws you can submit a Do Not Sell/Share My Data request here. Third, see the Global Privacy Controls section.

Global Privacy Controls

We generally recognize commercially recognized opt-out preference signals (e.g., Global Privacy Controls (GPC)). To the extent that we are able to recognize these signals and the technologies are legally sufficient, we will process these signals as requests to opt-out of sale, sharing, or processing for the purposes of targeted advertising. Recognition of such signals may apply only to the specific device and/or browser that communicates the signal and may not cross over to all devices/browsers you use to access the services which we provide. You may select and install a mechanism or technology to send opt-out preference signals of your choice per the provider's instructions.

Other Marketing Preferences

To manage your preferences or opt-out of direct marketing communications from us and our Subsidiaries, Affiliates, or Franchisees please refer to the instructions provided in the communication you receive. You may also contact us directly using the following link, Global Privacy Portal.

European Economic Area, United Kingdom, Switzerland, Brazil, or Japan

The data protection laws of the European Economic Area, United Kingdom, Switzerland, Brazil, and Japan may additionally provide the following rights to covered individuals:

- The right to opt-out of the use of personal data in anonymized form for the purposes of data analytics, the right to contact our Data Protection Officer (DPO@em.com), or the right to submit a privacy complaint through our Global Privacy Portal form.

Exercising Your Rights

You may exercise any applicable rights described above by accessing our Global Privacy Portal on our Contact Us page. If you wish to lodge a complaint with a supervisory authority:

- In Europe you may contact the necessary supervisory authority. Full details for the relevant supervisory authority can be found by visiting: https://www.edpb.europa.eu/about-edpb/about-edpb/members_en .
- In the United Kingdom, you can lodge a data protection complaint here. After the complaint outcome is shared, if you are not satisfied with the outcome, you can file a complaint with the Information Commission, here: https://ico.org.uk/global/contact-us/contact-us-public/.
- In Canada you may contact the Privacy Commissioner of Canada by visiting: https://www.priv.gc.ca/cu-cn/index_e.asp or at Office of the Privacy Commissioner of Canada, 30 Victoria Street, Gatineau, Quebec, K1A 1H3.

Depending on your place of residence you may have the **right to appeal** the decision we have made in connection with your privacy rights request. Please submit all appeal requests by replying to the communication resolving your original request or emailing us at privacy@em.com.

We may require additional information from you to **verify your identity and residence** before we can process your request. Certain U.S. residents, wishing to exercise rights under their state's privacy law, you may be required to provide proof of residence.

Certain privacy laws allow an individual to designate an **authorized agent** to submit a request on their behalf. To learn more and designate an authorized agent, if applicable, click here.

If you live in **British Columbia, Alberta, or Quebec**, please refer to the following resources:

- In British Columbia, you may find information on how to exercise your rights at the British Columbia Office of the Information and Privacy Commissioner website.
- In Alberta, you may find information on access requests here and by submitting any complaints here.
- In Quebec, you may find information on your privacy rights here at the Commission d'accès à l'information Quebec website.

Changes To This Privacy Policy

As necessary, we will update our Privacy Policy to reflect changes in our privacy practices. If we make any material changes, we will notify you by email (sent to the email address specified in your account) or by means of a notice on this site or as otherwise may be required or permitted by law, prior to the change becoming effective. We encourage you to periodically review this site for the latest information on our privacy practices.

Contact Us

For questions or inquiries related to privacy and data protection, please visit our Contact Us page and submit your request through our Global Privacy Portal.

Consumer Health Data Privacy Statement

Consumer Health Data Privacy Statement

Last Updated on 06/28/2024

Overview

Rental Claims Services and its affiliates and subsidiaries (“we”, “us”, or “our”) administers liability claims, including personal injury and property damage, for occurrences involving Enterprise-owned or operated vehicles or locations. This statement applies only to data that we treat as “consumer health data” under the Nevada consumer health data law (“NCHD”) and the Washington My Health My Data Act (“WMHMDA”) (collectively, “CHD Laws”).

If you have any questions regarding privacy, please read our Global Consumer Privacy Policy.

Health Data We Collect/Receive

We may collect or receive directly from you or, with your authorization, from third parties, such as insurers, medical providers, medical copy services, or legal representatives, information including information about relevant health conditions you have related to claims involving injuries (“Health Data”). Health data may also be received through an investigation or publicly available information. This includes current or previous physical, mental, or medical conditions, injuries or disabilities, medical procedures and prescriptions, personal habits, such as drug and alcohol use, and medical history.

Use of Health Data

Enterprise collects, uses, and shares Health Data as reasonably necessary to manage an injury claim in connection with one of our vehicles or locations. We may use and share Health Data to determine liability and amounts of any damages; conduct internal investigations; comply with law, legal process, and internal policies; maintain records; and exercise and defend legal claims; or otherwise provide you with services that you request.

We do not “sell” Health Data, as defined in the health privacy laws of Washington, Nevada and Connecticut.

Who We Share Information With

We may share your Health Data with the following parties for the purpose of handling and fulfilling claims, or as required by law:

Our affiliates and subsidiaries; for a list of these entities click here
Insurance companies, insurance brokers or other appointed representatives of an involved insurance company
Service providers such as but not limited to professional advisors, medical professionals, and actuaries. Service providers also include our vendors that provide IT systems, support and hosting service providers, and document and records management providers that assist in carrying out business activities
Third party claims administrators (TPAs), claim investigators, engineers, translators, legal services, or

similar third-party vendors
Other services relating to the information provided to check, detect and prevent fraudulent claims and otherwise manage the claim
Government/public authorities, litigants, or as required by applicable laws
We do not "sell" Health Data, as defined in the health privacy laws of Washington, Nevada and Connecticut.

Your Rights

Washington and Nevada residents have certain rights with respect to the health data we collect. If you are a Washington or Nevada resident, you may exercise the following rights regarding your personal information, subject to certain exceptions and limitations:

- To confirm if we collect, share, or sell consumer Health Data about you.
- The right to access Health Data we collected about you. If a Nevada resident, the right to additionally access a list of all third-party recipients of consumer Health Data about you
- To receive a copy of the Health Data that we hold about you
- To correct the Health Data we hold about you
- To request the deletion of the consumer Health Data we collected about you
- To withdraw your consent to the collection or sharing of your Health Data
- To appeal the denial of any of the above rights
- The right not to receive discriminatory treatment for the exercise of the above consumer Health Data rights

Exercising Your Rights

You may exercise any applicable rights described above by accessing our Global Privacy Portal on our Contact Us page. We may require additional information from you to verify your identity and residence before we can process your request.

Changes to This Supplement

As necessary, we will update this Supplement to reflect changes in our practices. We encourage you to periodically review this site for the latest information on our privacy practices.

Notice of Financial Incentive

Loyalty Programs and Notice of Financial Incentive

You have the option of enrolling in one of our loyalty programs. These programs offer benefits related to your transactions with us.

There is no obligation to join one of these programs; however, your employer may choose to use our loyalty program to facilitate its company travel program. If you or your company choose to enroll in one of these programs, you may cancel your membership at any time by accessing our Global Privacy Portal on our Contact Us page. We offer you the opportunity to participate in multiple loyalty programs including Alamo Insiders, the Emerald Club, and Enterprise Plus. Our collection of certain personal information about you, including name, address, email, phone number, driver's license information, date of birth, credit card or

other payment information, company affiliation, and frequent flyer program information (where available) allows us to operate the loyalty programs and provide participant benefits such as discounts, rental credits, and vehicle benefits. You may have the option to link an Enterprise loyalty program account with an account you have with a select partner. When linked, Enterprise and the partner will share information as described at the time you link your accounts.

To view the benefits and terms of participation in the loyalty programs, including a list of participating partner programs and benefits, or to join, please visit:

Get Low Car Rental Rates with Alamo Insiders - Alamo Rent a Car

Emerald Club Benefits | National Car Rental

About Enterprise Plus | Enterprise Rent-A-Car

Partner Rewards Program | Alamo Rent a Car

Partner Rewards | National Car Rental

Enterprise Partner Rewards Programs | Enterprise Rent-A-Car

The amount and nature of these benefits will be determined by the extent of your participation in the Enterprise loyalty programs. We may adjust the terms of participation from time to time. For categories of Third Parties who may receive personal information in connection your loyalty account please see the section above titled Who We Share Information With.

You may withdraw from the Enterprise loyalty programs at any time, through the Delete My Account setting in our mobile application or our request form:Privacy Web Form (onetrust.com). Please be advised that we may continue to process information about you in connection with your transactions with Enterprise. If you choose to terminate your membership or exercise any rights to the deletion of your personal data we may be unable to provide you with all of the benefits of the Enterprise loyalty programs or associated partner programs

The price and service differences, such as discounts and credits, that are available to you through the Enterprise loyalty programs are based upon our reasonable determination of the value that we receive from collecting and retaining personal information about you in connection with operating our business. This estimated value takes into account a variety of factors as permitted by law, including (but not limited to) our expenses incurred in collecting and processing the information, our expenses incurred in providing rewards to you, and the estimated marginal revenue that we may derive from information related to a specific Enterprise loyalty programs participant.

SMS Policy - Rental

Last Updated on 06/28/2024

Text Communication for Rental Services

The Enterprise, Alamo and National Car rental brands provides its customers the ability to receive text communications regarding rental status updates, including the ability to confirm, modify, and cancel their reservation through text messages. Enrollment for these messages is meant to save time at the branch and

throughout your transaction, with the alternative being a phone call by an Enterprise employee.

How to Unsubscribe from SMS Notifications

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed.

Getting Support and Help with SMS Services

If at any time you forget what keywords are supported, just text "HELP" to the short code. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

Supported Mobile Carriers for SMS Delivery

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages***

Message and Data Rate Information

As always, message and data rates may apply for any messages sent to you from us and to us from you. The number of texts messages you receive will vary depending on your responses. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can contact us using the links below:

https://www.enterprise.com/en/help/contact.html

https://www.nationalcar.com/en/support/contact-us.html

https://www.alamo.com/en/customer-support.html

If you have any questions regarding privacy, please read our Global Consumer Privacy Policy.

Cookie Policy

Last updated on 06/28/2024

How We Use Cookies to Enhance Your Experience

The cookies we use allow our websites and mobile apps to remember your preferences, improve the user experience and tailor the advertisements you see to those that are most relevant to you. These cookies refresh upon each website visit or to another site that recognises the cookie based on the categories described below. You can choose not to allow some types of cookies. Click on the different category headings to find out more about the choices available to you. However, blocking some types of cookies or similar technologies (as described below) may impact your experience of the site and the services we are able to offer.

Understanding Our Use of Cookies and Tracking Technologies

When you navigate through and interact with our websites and mobile apps, we may also use certain automatic data collection technologies (including cookies, web beacons, SDK's for mobile apps, and other interaction and/or performance monitoring tools) to collect certain personal information about your interaction with our website, including information about your equipment, browsing actions, and patterns. This may also include cross device linking. When we talk about cookies in this Policy, this term includes these similar technologies. These technologies may also record your interactions with our website including mouse movements, keystrokes, video watching and other activity for customer service, to improve and personalize your customer experience and to maintain, enhance and troubleshoot our websites. Visit "Privacy Choices" in the footer of our website to learn about the choices available to you.

Types of Cookies We Use and Why We Use Them

Strictly Necessary Cookies

Strictly necessary cookies are used to allow you to navigate a website or mobile app and use its features such as accessing secure areas of the website or making a reservation. These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling out forms. You can set your browser or device settings to block or alert you about these cookies, but if you do so, some parts of the site or mobile application may not work. These cookies do not store any personally identifiable information. These types of cookies will expire within one year from your last website visit.

Functional Cookies

Functional cookies allow us to measure website usage and improve website and mobile app performance and customer experiences, such as remembering the choices you make and providing more personal features like storing your login account and language or geographic preferences. Depending on their function, some of these cookies may expire seven days after your last website visit while others may remain persistently until they are deleted by you.

Customer Experience Improvements Cookies

Customer experience improvements cookies are used to collect data about your use of, and interaction with, this website and content, including recording certain interactions including your mouse movements,

keystrokes, and other activity. Enterprise Mobility uses these technologies to review and improve customer experience on the website or mobile app you visit and for troubleshooting purposes. Depending on where you live, you may be able to opt out of our use of these technologies by clicking the “Privacy Choices” button at the bottom of the website you are visiting. If you continue to use our websites, you consent to such recordings.

Advertising Cookies

Advertising cookies are used to deliver advertisements that are more relevant to you. Third parties that serve ads on our behalf use cookies to collect data about your use of our websites and mobile applications and other sites or apps over time, including information about relationships among different browsers and devices. These third parties use the data they collect to help select the ads that are displayed to you and ensure that you do not see the same ads repeatedly as well as to measure the effectiveness of advertising campaigns. Depending on their function, some of these cookies may expire thirty days after your last website visit, while others may remain persistently until they are deleted by you.

Under certain state laws, our use of cookies or other tracking technologies for targeted advertising may be considered a “sale” or “sharing” of personal information. You can opt out of this sale/sharing by clicking the “Privacy Choices” button at the bottom of the website you are visiting. For more information, see the Privacy Policy.

Global Privacy Control

We generally recognize commercially recognized opt-out preference signals (e.g., Global Privacy Controls (GPC)). Recognition of this signal applies only to the specific device and/or browser that communicates the signal and may not cross over to all devices/browsers you use to access the services which we provide.

How to Manage or Opt-Out of Cookies

Opting Out

To opt-out and or withdraw your consent to the use of cookies or learn more information about targeted advertising, click on the “Privacy Choices” button on the bottom of the website you are visiting.

Deleting Cookies

You always have the ability to manually delete cookies. If you are using our mobile apps, you can change your preferences in the analytics settings in the app.

Blocking and Disabling Cookies

You may also set your browser to block all cookies or to indicate when a cookie is being set, although our services may not function properly if your cookies are disabled. To find out how to control or disable cookies within most browsers, consult the "Help" section of your browser or device.

We adhere to the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioural Advertising. To learn more or to opt out of online interest-based advertising by a list of companies participating in the DAA, visit https://youradchoices.com/control or https://youradchoices.ca/choices for a list of companies participating in the DAA of Canada.

For more information on how we process your personal data and to exercise your rights in relation to your personal data please consult our Privacy Policy.

Franchisee/Fulfillment Providers

Franchisees/Fulfillment Providers

Explore a complete list of Franchisees/Fulfillment Providers by country and region. Fulfillment Providers are third-party companies that handle the provision of services on behalf of Enterprise Mobility. Franchisees are independent operators who have contracted the right to operate their business under specific Enterprise Mobility brands.

11. Worldwide
12. Canada

Territory	Territory	Name	Type
A			
Albania	Albania Car Rentals	Franchisee	
Albania			
NameAlbania Car Rentals	TypeFranchisee		
Argentina	Flotas Comerciales S.R.L.	Franchisee	
Argentina			
NameFlotas Comerciales S.R.L.	TypeFranchisee		
Armenia	J.M.S., LLC	Franchisee	
Armenia			
NameJ.M.S., LLC	TypeFranchisee		
Aruba	Trecca Car Rental N.V.	Franchisee	
Aruba			
NameTrecca Car Rental N.V.	TypeFranchisee		
Australia	Redspot Franchising Pty Ltd.	Franchisee	

Australia		
NameRedspot Franchising Pty Ltd.	TypeFranchisee	
Austria	AJAR Car Rental GmbH	Franchisee
Austria		
NameAJAR Car Rental GmbH	TypeFranchisee	
B		
Bahamas	Alfa Bahamas Limited	Franchisee
Bahamas		
NameAlfa Bahamas Limited	TypeFranchisee	
Barbados	Go Car Investments	Franchisee
Barbados		
NameGo Car Investments	TypeFranchisee	
Belgium	General Lease N.V.	Franchisee
Belgium		
NameGeneral Lease N.V.	TypeFranchisee	
Belize	Belize Estate Company Limited	Franchisee
Belize		
NameBelize Estate Company Limited	TypeFranchisee	
Bosnia and Herzegovina	City Car Rental d.o.o.	Franchisee
Bosnia and Herzegovina		
NameCity Car Rental d.o.o.	TypeFranchisee	
Brazil	Localiza Rent a Car S.A.	Fulfillment Provider
Brazil		
NameLocaliza Rent a Car S.A.	TypeFulfillment Provider	
Bulgaria	Mirket Ltd	Franchisee
Bulgaria		

NameMirkat Ltd	TypeFranchisee	
C		
Cayman Islands	Eurocar Rentals, Limited	Franchisee
Cayman Islands		
NameEurocar Rentals, Limited	TypeFranchisee	
China	eHi Auto Services Limited	Fulfillment Provider
China		
NameeHi Auto Services Limited	TypeFulfillment Provider	
Colombia	Massy Motor Rentals S.A.S.	Franchisee
Colombia		
NameMassy Motor Rentals S.A.S.	TypeFranchisee	
Corsica	ATF S.A.R.L.	Franchisee
Corsica	Corse Auto Rent S.A.R.L.	Franchisee
Corsica		
NameATF S.A.R.L.	TypeFranchisee	
NameCorse Auto Rent S.A.R.L.	TypeFranchisee	
Costa Rica	ANC Car S.A.	Franchisee
Costa Rica		
NameANC Car S.A.	TypeFranchisee	
Croatia	Autobenussi d.o.o.	Franchisee
Croatia		
NameAutobenussi d.o.o.	TypeFranchisee	
Curaçao	Caribe Car Rental N.V.	Franchisee
Curaçao		
NameCaribe Car Rental N.V.	TypeFranchisee	
Cyprus	Lakis	Franchisee
Cyprus	MK Autodirect	Franchisee

Cyprus		
NameLakis	TypeFranchisee	
NameMK Autodirect	TypeFranchisee	
Czech Republic & Slovakia	Czechocar CZ spol. s.r.o.	Franchisee
Czech Republic & Slovakia		
NameCzechocar CZ spol. s.r.o.	TypeFranchisee	
D		
Denmark	Shared Mobility A/S	Franchisee
Denmark		
NameShared Mobility A/S	TypeFranchisee	
Dominican Republic	Motor Plan S.A.	Franchisee
Dominican Republic		
NameMotor Plan S.A.	TypeFranchisee	
E		
Ecuador	Automotores y Anexos, S.A.	Franchisee
Ecuador		
NameAutomotores y Anexos, S.A.	TypeFranchisee	
Egypt	Premier Auto Rentals	Franchisee
Egypt		
NamePremier Auto Rentals	TypeFranchisee	
El Salvador	UNO Rent-A-Car S.A. de C.V.	Franchisee
El Salvador		
NameUNO Rent-A-Car S.A. de C.V.	TypeFranchisee	
Estonia	OU A-Rental	Franchisee
Estonia		
NameOU A-Rental	TypeFranchisee	
F		
Finland	LansiAuto Rent Oy	Franchisee
Finland		
NameLansiAuto Rent Oy	TypeFranchisee	
G		

Georgia	Universal Rent LLC	Franchisee
Georgia		
NameUniversal Rent LLC	TypeFranchisee	
Greece	Sfakianakis S.A.	Franchisee
Greece		
NameSfakianakis S.A.	TypeFranchisee	
Grenada	Massy Motors Ltd.	Franchisee
Grenada		
NameMassy Motors Ltd.	TypeFranchisee	
Guam	Emerald Pacific Group Corp.	Franchisee
Guam		
NameEmerald Pacific Group Corp.	TypeFranchisee	
Guatemala	Autos de Alquiler	Franchisee
Guatemala		
NameAutos de Alquiler	TypeFranchisee	
Guyana	Massy Motors, Ltd.	Franchisee
Guyana		
NameMassy Motors, Ltd.	TypeFranchisee	
H		
Honduras	Inversiones Y Desarrollos Comerciales S.A.	Franchisee
Honduras		
NameInversiones Y Desarrollos Comerciales S.A.	TypeFranchisee	
Hungary	Grandsud kft	Franchisee
Hungary		
NameGrandsud kft	TypeFranchisee	
I		
Iceland	Bilaleiga Kynnisferda ehf	Franchisee
Iceland		
NameBilaleiga Kynnisferda ehf	TypeFranchisee	

Israel	Eldan Transportation Ltd.	Franchisee
Israel		
NameEldan Transportation Ltd.	TypeFranchisee	
Italy	Locauto Rent S.p.a.	Franchisee
Italy		
NameLocauto Rent S.p.a.	TypeFranchisee	
J		
Jamaica	ATL Automotive Ltd.	Franchisee
Jamaica		
NameATL Automotive Ltd.	TypeFranchisee	
Japan	Nippon Rent-A-Car International, Inc.	Franchisee
Japan		
NameNippon Rent-A-Car International, Inc.	TypeFranchisee	
Jordan	Al Amal	Franchisee
Jordan		
NameAl Amal	TypeFranchisee	
K		
Kosovo	Auto Sherreti SH.P.K	Franchisee
Kosovo		
NameAuto Sherreti SH.P.K	TypeFranchisee	
Kuwait	Island Integrated Car Rental	Franchisee
Kuwait		
NameIsland Integrated Car Rental	TypeFranchisee	
L		
Latvia	Sia Car Rental Service	Franchisee
Latvia		
NameSia Car Rental Service	TypeFranchisee	
Lithuania	UAB Admita	Franchisee
Lithuania		

NameUAB Admita	TypeFranchisee	
Luxembourg	Rent Me	Franchisee
Luxembourg		
NameRent Me	TypeFranchisee	
M		
Macedonia	ABC Logistika DOOEL	Franchisee
Macedonia		
NameABC Logistika DOOEL	TypeFranchisee	
Malta	BC Auto Rentals Limited	Franchisee
Malta		
NameBC Auto Rentals Limited	TypeFranchisee	
Mexico - North (Enterprise/National brands)	Corporativo Gaviotas, S.A. de C.V.	Franchisee
Mexico- North (Enterprise/National brands)		
NameCorporativo Gaviotas, S.A. de C.V.	TypeFranchisee	
Mexico - South (Enterprise/National brands)	Rent-A-Matic Itza, S.A. de C.V.	Franchisee
Mexico- South (Enterprise/National brands)		
NameRent-A-Matic Itza, S.A. de C.V.	TypeFranchisee	
Mexico (Alamo brand)	Trade MX, S.A.P.I. de C.V.	Franchisee
Mexico (Alamo brand)		
NameTrade MX, S.A.P.I. de C.V.	TypeFranchisee	
Moldova, Republic of	Touring Rent Srl	Franchisee
Moldova, Republic of		
NameTouring Rent Srl	TypeFranchisee	
Montenegro	Perla RC d.o.o.	Franchisee
Montenegro		
NamePerla RC d.o.o.	TypeFranchisee	

Morocco	Global Lease, LLC	Franchisee
Morocco		
NameGlobal Lease, LLC	TypeFranchisee	
N		
Netherlands	SharingMatters B.V.	Franchisee
Netherlands		
NameSharingMatters B.V.	TypeFranchisee	
Netherlands Antilles	Imoto Bonaire B.V.	Franchisee
Netherlands Antilles		
NameImoto Bonaire B.V.	TypeFranchisee	
New Zealand	Go Rentals (Auckland) Limited	Franchisee
New Zealand		
NameGo Rentals (Auckland) Limited	TypeFranchisee	
Nicaragua	Autos de Alquiler S.A.	Franchisee
Nicaragua		
NameAutos de Alquiler S.A.	TypeFranchisee	
Norway	Shared Mobility A/S	Franchisee
Norway		
NameShared Mobility A/S	TypeFranchisee	
O		
Oman	Oman United Agencies Travel LLC	Franchisee
Oman		
NameOman United Agencies Travel LLC	TypeFranchisee	
P		
Palau	Emerald Pacific Group Corp.	Franchisee
Palau		
NameEmerald Pacific Group Corp.	TypeFranchisee	
Panama	Servicios Turisticos Panamenos	Franchisee
Panama		

NameServicios Turisticos Panamenos	TypeFranchisee	
Paraguay	Amigos S.R.L.	Franchisee
Paraguay		
NameAmigos S.R.L.	TypeFranchisee	
Peru	ANC Peru, S.A.	Franchisee
Peru		
NameANC Peru, S.A.	TypeFranchisee	
Philippines	Drive Services Asia Pacific, Inc.	Franchisee
Philippines		
NameDrive Services Asia Pacific, Inc.	TypeFranchisee	
Poland (airport locations)	Car Hire Poland sp z.o.o.	Franchisee
Poland (airport locations)		
NameCar Hire Poland sp z.o.o.	TypeFranchisee	
Portugal	Guerin Car Rental Solutions Lda	Franchisee
Portugal		
NameGuerin Car Rental Solutions Lda	TypeFranchisee	
Q		
Qatar	Almana Car Rental	Franchisee
Qatar		
NameAlmana Car Rental	TypeFranchisee	
R		
Romania	Touring Rent Auto Srl	Franchisee
Romania		
NameTouring Rent Auto Srl	TypeFranchisee	
S		
Saudi Arabia	Aljomaih Auto Rental	Franchisee
Saudi Arabia		
NameAljomaih Auto Rental	TypeFranchisee	
Serbia	Autobenussi D.O.O.	Franchisee

Serbia		
NameAutobenussi D.O.O.	TypeFranchisee	
Slovenia	Autobenussi D.O.O.	Franchisee
Slovenia		
NameAutobenussi D.O.O.	TypeFranchisee	
South Africa	Danzig Investment Proprietary Ltd.	Franchisee
South Africa		
NameDanzig Investment Proprietary Ltd.	TypeFranchisee	
St Barthelemy	RUDMA S.A.R.L.	Franchisee
St Barthelemy		
NameRUDMA S.A.R.L.	TypeFranchisee	
St. Maarten	Olzina N.V.	Franchisee
St. Maarten		
NameOlin N.V.	TypeFranchisee	
Suriname	Perfect Rentals	Franchisee
Suriname		
NamePerfect Rentals	TypeFranchisee	
Sweden	Shared Mobility A/S	Franchisee
Sweden		
NameShared Mobility A/S	TypeFranchisee	
Switzerland	Helvetic Motion AG	Franchisee
Switzerland		
NameHelvetic Motion AG	TypeFranchisee	
T		
Trinidad and Tobago	Massy Motors Ltd.	Franchisee
Trinidad and Tobago		
NameMassy Motors Ltd.	TypeFranchisee	
Turkey	Yes Oto Kiralama ve Turizm Yatirimlari A.S.	Franchisee
Turkey		

NameYes Oto Kiralama ve Turizm Yatirimlari A.S.	TypeFranchisee	
U		
United Arab Emirates	Sanam Rent-A-Car	Franchisee
United Arab Emirates		
NameSanam Rent-A-Car	TypeFranchisee	
Uruguay	Olecram S.A.	Franchisee
Uruguay		
NameOlecram S.A.	TypeFranchisee	
V		
Viet Nam	MP Executive Corp.	Franchisee
Viet Nam		
NameMP Executive Corp.	TypeFranchisee	
Virgin Islands, British	Tropic Rentals Limited	Franchisee
Virgin Islands, British		
NameTropical Rentals Limited	TypeFranchisee	
Virgin Islands, US	Auto Depot LLC	Franchisee
Virgin Islands, US		
NameAuto Depot LLC	TypeFranchisee	

Territory	Location	Name	Brand
Alberta			
Drumheller	Western Chev Olds Cadillac	National	
Drumheller			
NameWestern Chev Olds Cadillac	TypeNational		
Grand Prairie	Mel’s U-Drive (1978) Ltd.	National	
Grand Prairie			
NameMel’s U-Drive (1978) Ltd.	TypeNational		
High Level	1903004 Alberta Ltd.	National	
High Level			

Name1903004 Alberta Ltd.	TypeNational	
Jasper	Alpine Auto Rentals	National
Jasper		
NameAlpine Auto Rentals	TypeNational	
Lake Louise	Lake Louise Investments Ltd.	National
Lake Louise		
NameLake Louise Investments Ltd.	TypeNational	
Lethrbridge	Wild Roads Rentals Ltd.	National
Lethrbridge		
NameWild Roads Rentals Ltd.	TypeNational	
Peace River	Mel’s U-Drive (1978) Ltd.	National
Peace River		
NameMel’s U-Drive Ltd.	TypeNational	
Whitecourt	Mel’s U-Drive Ltd.	National
Whitecourt		
NameMel’s U-Drive Ltd.	TypeNational	
British Columbia		
Campbell River	486728 British Columbia Ltd.	National
Campbell River		
Name486728 British Columbia Ltd.	TypeNational	
Comox & Courtenay	H.A.L.T. Holdings, Ltd.	National
Comox & Courtenay		
NameH.A.L.T. Holdings, Ltd.	TypeNational	
Dawson Creek	Mel’s U-Drive (1978) Ltd.	National
Dawson Creek		

NameMel’s U-Drive (1978) Ltd.	TypeNational	
Duncan	H.A.L.T. Holdings, Ltd.	National
Duncan		
NameH.A.L.T. Holdings, Ltd.	TypeNational	
Fort Nelson	Mel’s U-Drive (1978) Ltd.	National
Fort Nelson		
NameMel’s U-Drive (1978) Ltd.	TypeNational	
Fort St. John	Mel’s U-Drive (1978) Ltd.	National
Fort St. John		
NameMel’s U-Drive (1978) Ltd.	TypeNational	
Golden	Raymond Johnson Co Ltd.	National
Golden		
NameRaymond Johnson Co Ltd.	TypeNational	
Nanaimo	H.A.L.T. Holdings, Ltd.	National
Nanaimo		
NameH.A.L.T. Holdings, Ltd.	TypeNational	
North Vancouver	0771764 B.C. Ltd.	National
North Vancouver		
Name0771764 B.C. Ltd.	TypeNational	
Port Hardy	H.A.L.T. Holdings, Ltd.	National
Port Hardy		
NameH.A.L.T. Holdings, Ltd.	TypeNational	
Victoria	H.A.L.T. Holdings, Ltd.	National
Victoria		
NameH.A.L.T. Holdings, Ltd.	TypeNational	

New Brunswick		
Woodstock	Connell Chrysler Ltd.	National
Woodstock		
NameConnell Chrysler Ltd.	TypeNational	
Northwest Territories		
Yellowknife	Ted’s U-Drive Ltd.	National
Yellowknife		
NameTed’s U-Drive Ltd.	TypeNational	
Nova Scotia		
Truro	Rainbow Motors Limited	National
Truro		
NameRainbow Motors Limited	TypeNational	
Ontario		
Cobourg	FM&BM Vehicle Enterprises, Inc.	National
Cobourg		
NameFM&BM Vehicle Enterprises, Inc.	TypeNational	
Cornwall	516941 Ontario Ltd.	National
Cornwall		
Name516941 Ontario Ltd.	TypeNational	
Dryden	Duport Leasing Ltd.	National
Dryden		
NameDuport Leasing Ltd.	TypeNational	
Lindsay	Economy Leasing, Ltd.	National
Lindsay		
NameEconomy Leasing. Ltd.	TypeNational	
Owen Sound	Grey Motors Pontiac Buick GMC Ltd.	National

Owen Sound		
NameGrey Motors Pontiac Buick GMC Ltd.	TypeNational	
Terrace Bay	Sapdoni Leasing Ltd.	National
Terrace Bay		
NameSpadoni Leasing Ltd.	TypeNational	
Thunder Bay	Sapdoni Leasing Ltd.	National
Thunder Bay		
NameSpadoni Leasing Ltd.	TypeNational	
Trenton	1006336 Ontario Inc.	National
Trenton		
Name1006336 Ontario Inc.	TypeNational	
Quebec		
Amos	Location Elite Inc.	National
Amos		
NameLocation Elite Inc.	TypeNational	
Chibougamau	Chibougamau Automobile Inc.	National
Chibougamau		
NameChibougamau Automobile Inc.	TypeNational	
Chicoutimi	3105-3143 Quebec Inc.	National
Chicoutimi		
Name3105-3143 Quebec Inc.	TypeNational	
Granby	Lysinco Inc.	National
Granby		
NameLysinco Inc.	TypeNational	
La Sarre	Location Elite Inc.	National
La Sarre		

NameLocation Elite Inc.	TypeNational	
La Tucque	C Gignac Automobiles Inc.	National
La Tucque		
NameC Gignac Automobiles Inc.	TypeNational	
Roberval	La Maison Mazda Enterprises	National
Roberval		
NameLa Maison Mazda Enterprises	TypeNational	
Rouyn-Noranda	Location Groupe Dion Inc.	National
Rouyn-Noranda		
NameLocation Groupe Dion Inc.	TypeNational	
Sorel-Tracy	Paul Gamelin & Fils Inc.	National
Sorel-Tracy		
NamePaul Gamelin & Fils Inc.	TypeNational	
Val-d'Or	Location Aube Ltee	National
Val-d'Or		
NameLocation Aube Ltee	TypeNational	
Valleyfield	90456 Canada Ltee	National
Valleyfield		
Name90456 Canada Ltee	TypeNational	
Saskatchewan		
Regina	Platinum Motors Corporation	National
Regina		
NamePlatinum Motors Corporation	TypeNational	

Vehicle Manufacturers

Vehicle Manufacturers

A list of manufacturers from which we purchase vehicles.

Manufacturer	Make
A	
Aiways Automobile Company	Aiways
Aston Martin Lagonda	Aston Martin
B	
BMW Group	BMW Mini Rolls Royce
D	
DAF Trucks	DAF
Daimler Truck	Freightliner
F	
Ferrari	Ferrari
Ford Motor Company	Ford Lincoln
G	
Geely Automotive Holdings	Volvo Polestar
General Motors	GMC Buick Chevrolet Cadillac BrightDrop
Great Wall Motor	ORA

H	
Honda Motor Company	Honda Acura
Hyundai Motor Company	Hyundai Genesis
I	
Isuzu Motors	Isuzu
Iveco Group	Iveco
K	
Kenworth Truck Company	Kenworth
KG Mobility	KG Mobility
Kia Corporation	Kia
L	
Lucid Group	Lucid
Lynk and Co Automotive Technology Company	Lynk and Co
M	
Mazda Motor Corporation	Mazda
Mercedes-Benz Group	Mercedes
Mitsubishi Motors	Mitsubishi
N	
Nissan Motor Company	Nissan Infiniti
R	
Renault Group	Renault Dacia Alpine
Rivian Automotive	Rivian
S	

SAIC Motor	Maxus MG
Stellantis	Dodge Vauxhall Opel Citroen Ram Jeep Chrysler Alfa Romeo Maserati Fiat Peugeot DS Lancia
Subaru Corporation	Subaru
Suzuki Motor Company	Suzuki
T	
Tata Motors	Land Rover Jaguar
Tesla	Tesla
Toyota Motor Corporation	Toyota Hino Lexus

V	
Volkswagen Group	Audi Porsche Volkswagen International Lamborghini SEAT MAN Skoda Scania CUPRA Bentley
Volvo Group	Renault Trucks

Subsidiaries/Affiliates

Subsidiaries/Affiliates

Explore a complete list of subsidiaries and affiliates, organized by country and region, to understand the global structure of the organization.

Company Name	Company Name	Type
United States		
EAN Services, LLC	Subsidiary	
EAN Services, LLC		
TypeSubsidiary		
Enterprise Leasing Company of STL, LLC	Subsidiary	
Enterprise Leasing Company of STL, LLC		

TypeSubsidiary	
Enterprise Leasing Company of Georgia, LLC	Subsidiary
Enterprise Leasing Company of Georgia, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Florida, LLC	Subsidiary
Enterprise Leasing Company of Florida, LLC	
TypeSubsidiary	
Enterprise Leasing Company of KS, LLC	Subsidiary
Enterprise Leasing Company of KS, LLC	
TypeSubsidiary	
EAN Holdings, LLC	Subsidiary
EAN Holdings, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Orlanda, LLC	Subsidiary
Enterprise Leasing Company of Orlanda, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Indianapolis, LLC	Subsidiary
Enterprise Leasing Company of Indianapolis, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car Company of Boston, LLC	Subsidiary
Enterprise Rent-A-Car Company of Boston, LLC	
TypeSubsidiary	

Enterprise Leasing Company of Denver, LLC	Subsidiary
Enterprise Leasing Company of Denver, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Chicago, LLC	Subsidiary
Enterprise Leasing Company of Chicago, LLC	
TypeSubsidiary	
Enterprise RAC Company of Maryland, LLC	Subsidiary
Enterprise RAC Company of Maryland, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Philadelphia, LLC	Subsidiary
Enterprise Leasing Company of Philadelphia, LLC	
TypeSubsidiary	
Enterprise RAC Company of Baltimore, LLC	Subsidiary
Enterprise RAC Company of Baltimore, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Minnesota, LLC	Subsidiary
Enterprise Leasing Company of Minnesota, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Detroit, LLC	Subsidiary
Enterprise Leasing Company of Detroit, LLC	
TypeSubsidiary	

Enterprise Leasing Co of Norfolk/Richmond, LLC	Subsidiary
Enterprise Leasing Co of Norfolk/Richmond, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car of San Francisco, LLC	Subsidiary
Enterprise Rent-A-Car of San Francisco, LLC	
TypeSubsidiary	
ELRAC, LLC	Subsidiary
ELRAC, LLC	
TypeSubsidiary	
SNORAC, LLC	Subsidiary
SNORAC, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car Company of Sacramento, LLC	Subsidiary
Enterprise Rent-A-Car Company of Sacramento, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car Company of Los Angeles, LLC	Subsidiary
Enterprise Rent-A-Car Company of Los Angeles, LLC	
TypeSubsidiary	
CLERAC, LLC	Subsidiary
CLERAC, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car Company of Pittsburgh, LLC	Subsidiary
Enterprise Rent-A-Car Company of Pittsburgh, LLC	
TypeSubsidiary	

Enterprise Rent-A-Car Company of Wisconsin, LLC	Subsidiary
Enterprise Rent-A-Car Company of Wisconsin, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car Company of UT, LLC	Subsidiary
Enterprise Rent-A-Car Company of UT, LLC	
TypeSubsidiary	
CAMRAC, LLC	Subsidiary
CAMRAC, LLC	
TypeSubsidiary	
Enterprise Leasing Company of Phoenix, LLC	Subsidiary
Enterprise Leasing Company of Phoenix, LLC	
TypeSubsidiary	
Enterprise Leasing Company - Southeast, LLC	Subsidiary
Enterprise Leasing Company - Southeast, LLC	
TypeSubsidiary	
Enterprise Leasing Company - West, LLC	Subsidiary
Enterprise Leasing Company - West, LLC	
TypeSubsidiary	
Enterprise Leasing Company - South Central, LLC	Subsidiary
Enterprise Leasing Company - South Central, LLC	
TypeSubsidiary	
PENRAC, LLC	Subsidiary

PENRAC, LLC	
TypeSubsidiary	
Enterprise Rent-A-Car Company - Midwest, LLC	Subsidiary
Enterprise Rent-A-Car Company - Midwest, LLC	
TypeSubsidiary	
Enterprise RAC Company of Montana/Wyoming, LLC	Subsidiary
Enterprise RAC Company of Montana/Wyoming, LLC	
TypeSubsidiary	
PRERAC, LLC	Subsidiary
PRERAC, LLC	
TypeSubsidiary	
Enterprise Fleet Management, Inc.	Affiliate
Enterprise Fleet Management, Inc.	
TypeAffiliate	
ELCO Administrative Services Company	Subsidiary
ELCO Administrative Service Company	
TypeSubsidiary	
Canada	
Enterprise Rent-A-Car Canada Company	Subsidiary
Enterprise Rent-A-Car Canada Company	
TypeSubsidiary	
Enterprise Fleet Management Canada, Inc.	Affiliate
Enterprise Fleet Management Canada, Inc.	
TypeAffiliate	

United Kingdom	
Enterprise Rent-A-Car UK Limited	Subsidiary
Enterprise Rent-A-Car UK Limited	
TypeSubsidiary	
Rental Claims Services Limited	Subsidiary
Rental Claims Services Limited	
TypeSubsidiary	
Germany	
Enterprise Autovermietung Deutschland B.V. & Co. KG	Subsidiary
Enterprise Autovermietung Deutschland B.V. & Co. KG	
TypeSubsidiary	
Ireland	
ERAC Ireland Limited	Subsidiary
ERAC Ireland Limited	
TypeSubsidiary	
France	
Enterprise Holdings France S.A.S.	Subsidiary
Enterprise Holdings France S.A.S.	
TypeSubsidiary	
Spain	
Autotransporte Turistico Espanol S.A.	Subsidiary
Autotransporte Turistico Espanol S.A.	
TypeSubsidiary	

Contact Us

Contact Us

Find contact details and information about our data controllers. For questions related to our privacy and data protection, submit your request through our[Global Privacy Portal](#).

If you are making a rental, or visiting a website or mobile site, in the following countries, the data controller will be listed in this section.

Country/Region	Data Controller	Contact Information
Country/Region	**Data Controller**	**Contact Information**
United States of America	Enterprise Holdings, Inc.	Enterprise Privacy Questions 600 Corporate Park Drive St. Louis, MO 63105
United States		
Data ControllerEnterprise Holdings, Inc.	Contact InformationEnterprise Privacy Questions 600 Corporate Park Drive St. Louis, MO 63105	
Canada	Enterprise Rent-A-Car Canada Company	Enterprise Privacy Questions 709 Milner Drive Scarborough, Ontario M1B 6B6 Canadian Customers may also seek advice from the Office of the Privacy Commissioner of Canada (at 1-800-282-1376) or their provincial commisioner
Canada		
Data ControllerEnterprise Rent-A-Car Canada Company	Contact InformationEnterprise Privacy Questions 709 Milner Drive Scarborough, Ontario M1B 6B6 Canadian Customers may also seek advice from the Office of the Privacy Commissioner of Canada (at 1-800-282-1376) or their provincial commisioner	
United Kingdom	Enterprise Rent-A-Car UK Limited	Enterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB
United Kingdom		
Data ControllerEnterprise Rent-A-Car UK Limited	Contact InformationEnterprise Privacy Questions	

	Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB	
Ireland	Enterprise Rent-A-Car UK Limited	Enterprise Privacy Questions Unit 4 Lyncon Court Snugborough Road Blanchardstown Business Park, Dublin 15
Ireland		
Data ControllerEnterprise Rent-A-Car UK Limited	Contact InformationEnterprise Privacy Questions Unit 4 Lyncon Court Snugborough Road Blanchardstown Business Park, Dublin 15	
Germany	Enterprise Autovermietung Deutschland B.V. & Co. KG	Enterprise Privacy Questions Mergenthalerallee 42, 65760, Eschborn
Germany		
Data ControllerEnterprise Autovermietung Deutschland B.V. & Co. KG	Contact InformationEnterprise Privacy Questions Mergenthalerallee 42, 65760, Eschborn	
France	Enterprise Holdings France S.A.S.	Enterprise Privacy Questions 37 rue du Colonel Pierre Avia 75015, Paris
France		
Data ControllerEnterprise Holdings France S.A.S.	Contact InformationEnterprise Privacy Questions Mergenthalerallee 42, 65760, Eschborn	
Spain	Autotransporte Turistico Espanol, S.A.	Enterprise Privacy Questions Avenida del Ensanche de Vallecas 37, 28051 Madrid
Spain		
Data ControllerAutotransporte Turistico Espanol, S.A.	Contact InformationEnterprise Privacy Questions	

	Avenida del Ensanche de Vallecas 37, 28051 Madrid

If you are visiting our website, mobile app or mobile site for the countries listed below (i.e. with a country suffix relevant to these countries), then the controller for that site will be as listed below. If you make a rental in one of these countries, the controller for the rental will be the franchisee identified in the rental agreement.

Country/Region	**Data Controller**	**Contact Information**
Country/Region	**Data Controller**	**Contact Information**
Albania, Austria, Belgium, Bosnia. Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Moldova, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Turkey	Enterprise Rent-A-Car UK Limited	Enterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB
Albania, Austria, Belgium, Bosnia. Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Moldova, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Turkey		
Data ControllerEnterprise Rent-A-Car UK Limited	Contact InformationEnterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB	

If you are located within the European Economic Area and you use a "pre-pay" function, the controller for your payment information is listed below.

Country/Region	**Data Controller**	**Contact Information**
Country/Region	**Data Controller**	**Contact Information**

European Economic Area	Enterprise Rent-A-Car UK Limited	Enterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB
European Economic Area		
Data ControllerEnterprise Rent-A-Car UK Limited	Contact InformationEnterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB	

If you are an Emerald Club Member located within the European Economic Area or Switzerland, the controller for your information is listed below.

Country/Region	**Data Controller**	**Contact Information**
Country/Region	**Data Controller**	**Contact Information**
European Economic Area	Enterprise Rent-A-Car UK Limited	Enterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB
European Economic Area		
Data ControllerEnterprise Rent-A-Car UK Limited	Contact InformationEnterprise Privacy Questions Enterprise House Melburne Park,Vicarage Road Egham Surrey TW20 9FB	

For all other global locations where we have a website, mobile site or mobile app, the controller for the data you provide on or through the website, mobile site or mobile app is listed below. If you make a rental in one of these countries, the controller for the rental will be the franchisee identified and its contact information will be the contact details provided in the rental agreement.

Country/Region	**Data Controller**	**Contact Information**
Country/Region	**Data Controller**	**Contact Information**
All Other Global Locations	Enterprise Holdings, Inc.	Enterprise Privacy Questions 600 Corporate Park Drive St. Louis, MO 63105
All Other Global Locations		
Data ControllerEnterprise Holdings, Inc.	Contact InformationEnterprise Privacy Questions	

	600 Corporate Park Drive St. Louis, MO 63105

Legal Disclaimer

Last Updated: October 2023

Enterprise Holdings, Inc., through its global network of independent subsidiaries and franchises, is a leading provider of mobility solutions including car rental, fleet management, flexible vehicle hire, carsharing, vanpooling, car sales, truck rental, vehicle subscription, luxury rental and technology solutions to make travel easier and more convenient for customers.

Enterprise Holdings, Inc. owns the Enterprise Rent-A-Car, National Car Rental, Alamo and Enterprise Mobility brands, which are operated through a global network of independent subsidiaries and franchises. Additionally, Enterprise Holdings, Inc.'s affiliate, Enterprise Fleet Management, Inc., operates a fleet management and leasing business in the United States and Enterprise Fleet Management, Inc.'s subsidiary operates a similar business in Canada.

The content of this website is intended to convey information regarding many of the corporate entities within the Enterprise Holdings, Inc. family of companies, Enterprise Fleet Management, Inc. and its subsidiaries, and the Enterprise Holdings Foundation.

On this website, "Enterprise Mobility" is used to reference particular corporate entities and/or the Enterprise Mobility brand. These references are for clarity and readability and are not intended to convey or supplant existing corporate structures.

This website includes data, estimates and opinions that may not be updated or revised immediately as they change. Certain information on this website may come from external third-party sources outside of our control and may not be independently verified by Enterprise Mobility. None of the information on this website is intended to create any legal rights or obligations. This website includes forward-looking statements which, while reviewed for accuracy, are subject to risks, uncertainties and potential revisions. Forward-looking statements reflect Enterprise Mobility's current expectations; however, actual outcomes could differ due to a variety of factors.

Enterprise Mobility is a leading provider of mobility services. On this website, "Enterprise Mobility" is used to reference particular corporate entities and/or the Enterprise Mobility brand, and information regarding many entities is conveyed. These references are not intended to convey or supplant existing corporate structure. Click here for additional information.

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Doing Business Ethically

At Enterprise Mobility, our focus on compliance and ethics is core to how we do business. Nearly 70 years after our organization was founded, respect, dignity and customer service continue to fuel our success.

Guiding our growth from the very beginning, we're inspired by our Founding Values and Jack Taylor's timeless credo to "do the right thing." Those cornerstones have enabled us to build a dynamic global network of people working together to move mobility forward.

Code of Conduct

We hold ourselves to high standards of business ethics and responsible conduct to maintain a strong reputation with customers, business partners, suppliers and team members. We make our Founding Values and Code of Conduct available to everyone externally on our corporate website and provide annual training to team members.

Supply Chain Management

At Enterprise Mobility, our approach to Supply Chain Management is focused on expanding our efforts to connect with and support businesses of all sizes and backgrounds, including small and disadvantaged businesses, creating opportunities and fostering economic growth in the communities where we operate. We also provide tools and assistance for team members to responsibly identify, select and do business with new suppliers.

Supply Chain Sustainability

Enterprise Mobility works to promote sustainable and ethical practices throughout our supply chain by encouraging suppliers and partners to share our principles. Engagement, improvement, development and risk assessment are reflected in our sourcing practices to help support the communities we serve.

Read the Supply Chain Sustainability Statement

Supplier Code of Conduct

The Supplier Code of Conduct outlines our expectations for organizations to maintain high standards of quality, integrity, excellence, safety, legal compliance and respect for human rights.

Human Rights

Enterprise Mobility endeavors to uphold and support human rights across its global operations and supply chain. The Human Rights Statement outlines our efforts as an organization to maintain a business that is safe and fair for all workers and free from discrimination and harassment as well as forced labor, including child labor, any forms of modern slavery or human trafficking. We prioritize relationships with suppliers that share the organization's values and commitments regarding human rights and expect suppliers and business partners to uphold the same standards.

Sustainability

As a multi-generational family-owned business, Enterprise Mobility strives to operate with future generations in mind. This forward-looking approach guides our sustainability program as we strive to manage environmental risks, promote a responsible supply chain and support the health and safety of team members. Read the Sustainability Statement.

Environmental Stewardship

Enterprise Mobility is working to steward the environment and reduce its environmental impact through the integration of more sustainable practices, such as promoting energy-efficient products and services, and engaging with supply chain partners that share our ambitions and expectations.

Read the Environmental Stewardship Statement

Data Privacy & Security

Enterprise Mobility strives to protect the privacy, confidentiality and security of customers through comprehensive and proactive data privacy, security and training programs developed from industry-accepted best practices. These programs are based on Generally Accepted Privacy Principles (GAPP) guiding principles and the Information Security Forum (ISF) Standard of Good Practice.

Organizational, physical and operational security is maintained by a full-time staff of credentialed professionals with defined roles and responsibilities covering all information privacy and security specialties. These programs cover policies and procedures such as Privacy Principles, Global Privacy Framework, Corporate Information Security Policy, Data Classification Policy, Enterprise Security Framework, Privacy Incident Response procedures, Employee Privacy policies and other internal policies governing the collection, use, sharing and retention of data.

For more information, visit Global Consumer Privacy Center, Commute with Enterprise or Enterprise Fleet Management.

Risk Management

Our Enterprise Risk Management (ERM) framework and risk-scoring parameters help leaders regularly evaluate risk in their areas of responsibility. The ERM Process is an ongoing approach that aims to identify, assess, prioritize, prepare for and track new and emerging risks to the business. The ERM Process is administered by the Corporate Risk Management department and provides a single mechanism to share potential enterprise-wide risk management and mitigation strategies with Enterprise Mobility's leadership.

Environmental, Health & Safety

Enterprise Mobility is striving to provide a safe and healthy workplace for all while ensuring compliance with environmental, health and safety laws in the areas we operate.

Read the Environmental, Health and Safety Statement

Duty of Care

At Enterprise Mobility, safety is a top priority. Branches are notified of preventative maintenance and vehicles in need of service are taken to appropriate service providers. Enterprise Mobility receives regular updates from auto manufacturers alerting the operations of any vehicles that are subject to a safety recall. When a vehicle is identified, a mandatory hold is activated in the rental management system until the applicable repair or remedy is provided and completed.

Equal Opportunity & Employment

Enterprise Mobility is proud to be an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, national origin, sexual orientation, gender identity, disability, protected veteran status or any other protected category and will not be discriminated against based on such characteristics. We are committed to the following:

- Respect for differences in the backgrounds, experiences, and perspectives of each other, our customers, suppliers, and business partners
- An environment free from discrimination against an employee or applicant for employment based on race, color, religion, sex, national origin, disability, age, sexual orientation, gender identity, veteran status, or any other status protected by law
- An environment free from intimidation and harassment of any sort

Anti-Corruption Policy

Enterprise Mobility does not tolerate corruption or bribery. As appropriate, we communicate these expectations to team members globally through the Code of Conduct, standalone Anti-Corruption Policy and related compliance training.

Compliance Training

We formalized our Compliance and Ethics Program in 2015 to transparently communicate our standards and commitments to team members, corporate partners and customers. As appropriate, team members receive annual compliance training. Team members with questions regarding our corporate policies or who have encountered potential misconduct are trained and advised to contact the Ethics Hotline as referenced in the Code of Conduct.

Franchisee Code of Conduct

Enterprise Mobility works with franchisees who share our values and strive to uphold high standards of quality, integrity, excellence, safety, legal compliance and human rights as well as show respect for the customs and culture of the communities we serve. We also encourage franchisees, where possible, to take voluntary steps to reduce their operations' environmental impact. To help promote a common understanding of what is expected of franchisees, we have developed a Franchisee Code of Conduct. All Franchisees are expected to understand this Code and adhere to its spirit and intent.

Our Impact

Our vision comes to life as we work to integrate sustainable practices across the organization's global operations, empower employees and invest in local communities.

Our Heritage

How does a fleet of seven cars become a global mobility leader spanning six continents? Read the story of how our organization was built nearly 70 years ago.

Terms of Use

Last Updated: June 10, 2016

INTRODUCTION

EAN Services, LLC (Enterprise or We) provides this Website (Site) or Mobile App for your use, subject to these Terms of Use and all applicable laws and regulations. Please read these Terms of Use carefully. By accessing and/or using the Site or Mobile App, you fully and unconditionally accept and agree to be bound by these Terms of Use, including binding arbitration. If you do not agree to them, please do not visit or use the Site or Mobile App. Enterprise reserves the right to revise these Terms of Use, so please check back periodically for changes. Your continued use of the Site or Mobile App following the posting of any changes to these Terms of Use constitutes your acceptance of those changes. Updates will be evidenced by a more recent Last Updated date at the top of this page. All changes are effective immediately when We post them, and apply to use of the Website or Mobile App thereafter.

USE OF THE SITE OR MOBILE APP

Enterprise maintains the Site or Mobile App for your non-commercial personal use. Your use of the Site or Mobile App for any other purpose is permissible only upon the express prior written consent of Enterprise. Without limiting the foregoing, you may not: (1) use the Site or Mobile App in a commercial manner, including by distributing, transmitting or publishing the Site or Mobile App or any of its content; (2) interfere with others' use of the Site or Mobile App; (3) impair the Site or Mobile App's operation or interfere with or disrupt the servers or networks connected to it; (4) interfere with Enterprise's intellectual property rights; (5) frame or otherwise co-brand the Site or Mobile App or any of its content; (6) deep-link to any portion of the Site or Mobile App; or (7) use the Site or Mobile App for any illegal purpose. We reserve the right in our sole discretion to terminate or restrict your use of the Site or Mobile App, without notice, for any or no reason, and without liability to you or any third party. In such event, we may inform your Internet service provider of your activities and take appropriate legal action.

SITE OR MOBILE APP MODIFICATIONS

We reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the Site or Mobile App at any time, without notice or liability to you or any third party. We also reserve the right, in our sole discretion, to impose limits on certain features and services.

PRIVACY POLICY

Enterprise takes your privacy seriously. Any information submitted on or collected through the Site is subject to our Privacy Policy, the terms of which are incorporated into these Terms of Use.

LINKS TO OTHER SITES OR MOBILE APPS

The Site or Mobile App may include links to third-party Websites or Mobile Apps. Enterprise does not control and is not responsible for the content or privacy policies of any linked site or mobile app, and the inclusion of any link on the Site or Mobile App does not imply our endorsement of it.

RESERVATIONS AND TRANSACTIONS

All reservations and transactions made through the Site or Mobile App are subject to Enterprise's acceptance, which is in our sole discretion. Without limitation, this means that Enterprise may refuse to accept or may cancel any reservation or transaction, whether or not the reservation or transaction has been confirmed, for any or no reason, in our sole discretion, and without liability to you or any third party. Rental contracts between Enterprise and website users are exclusively entered into at branch locations of Enterprise and its affiliates and their respective franchisees and are not entered into through this Site.

ELECTRONIC COMMUNICATIONS

By using the Site or Mobile App, you consent to receiving electronic communications and notices from Enterprise. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

INTELLECTUAL PROPERTY

All copyrightable text, graphics, sound, downloads, software and other material (collectively, the "Content"), the selection, compilation, arrangement and presentation of all materials, and the overall design of the Site or Mobile App are copyrighted by Enterprise and are protected by law. All rights reserved. You may print a copy of the Content on your computer only for your own personal, non-commercial home use, provided that you do not remove any copyright, trademark or other proprietary notices from the Content. Any other use of the Content is strictly prohibited, unless you have our prior written permission. The Site or Mobile App may also contain content that is owned by third parties, including our advertisers. You may use such third-party content only as expressly authorized by the applicable owner. All requests for permission to reprint or make any other use of the Content should be addressed to Intellectual Property Manager, Copyright Reprint Permission, 600 Corporate Park Drive, St. Louis, Missouri 63105 or nicadmin@erac.com. Enterprise does not warrant that your use of materials displayed on or linked to the Site or Mobile App will not infringe the rights of third parties.

ENTERPRISE, the "e" logo, WWW.ENTERPRISE.COM, ENTERPRISE.COM, WE'LL PICK YOU UP, ARMS, ECARS, MONTH OR MORE, CORPORATE CLASS, EVERYDAY SALE are included in the family of trademarks and service marks owned by Enterprise(this is not an all-inclusive list of Enterprise's trademarks and

service marks). Trademarks and service marks designated with the "®" symbol are registered with the U.S. Patent and Trademark Office and with numerous foreign countries. Other trademarks and service marks belonging to Enterprise may be designated with the "SM" or "TM" symbols. Our trademarks and service marks may not be used in connection with any product or service without our prior written permission. All other brands, trademarks and names not owned by Enterprise that appear on the Site or Mobile App are the property of their respective owners, who may or not be affiliated with, connected to or endorsed by Enterprise.

Enterprise has a number of pending patent applications, both US and foreign, covering various aspects of this Site or Mobile App, and users are cautioned from copying, adopting, using or otherwise borrowing any techniques, menu operations, or other functional aspects or features as doing so may well result in liability for patent infringement.

CLAIMS OF COPYRIGHT INFRINGEMENT

If you in believe that materials posted on the Site or Mobile App violate your intellectual property rights, please contact Enterprise at Intellectual Property Manager, Intellectual Property Questions, 600 Corporate Park Drive, St. Louis, Missouri 63105 or nicadmin@erac.com. Please include: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other proprietary interest; (2) a description of the copyrighted work or other protected material that you claim has been infringed upon; (3) a description of where the material is located on the Site or Mobile App; (4) your address, telephone number and e-mail address; (5) your statement that you have a good faith belief that the disputed use is not authorized by the copyright or other interest owner, its agent or the law; and (6) your statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or other interest owner or are authorized to act on the owner's behalf.

USE OF INFORMATION SUBMITTED

You agree that Enterprise is free to use any comments, information or ideas contained in any communication you may send to us, without compensation, acknowledgement or payment to you, for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Site or Mobile App or other products or services.

NO WARRANTY

While we use our reasonable efforts to maintain the accuracy and reliability of the Site or Mobile App, we do not warrant or represent that it will always function or be error-free. We assume no responsibility or liability for errors or omissions on the Site or Mobile App or for problems with its operation. Your access and use of the Site or Mobile App are at your own risk. Without limiting the foregoing, THE SITE OR MOBILE APP, ITS CONTENT AND ANY PRODUCT OR SERVICE OFFERED THROUGH IT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of certain warranties, so the above may not apply to you.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ENTERPRISE, ITS RELATED COMPANIES, AND EACH SUCH COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE OR INABILITY TO USE THE SITE OR MOBILE APP, ANY INFORMATION PROVIDED BY THE SITE OR MOBILE APP OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE OR MOBILE APP.

The foregoing limitation of liability is not applicable to residents of New Jersey. With respect to residents of New Jersey, Enterprise, its related companies, and each such company's directors, officers, employees and agent are not liable for any damages unless such damages are the result of our negligent or reckless acts or omissions; and We are not, in any case liable for indirect, incidental, special, consequential or punitive damages.

Some jurisdictions do not allow the exclusion of certain damages, so the above may not apply to you. If any authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law.

INDEMNITY

You agree to indemnify and hold Enterprise and its related companies and each of their respective directors, officers, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and costs, arising, directly or indirectly, in whole or in part, out of your violation of any law or the rights of any person.

BINDING ARBITRATION

You agree that any controversy or claim arising out of or relating to the Site or Mobile App or use of the Site or Mobile App or these Terms, other than claims relating to infringement of copyright or other intellectual property, may only be settled by binding arbitration in accordance with the Paragraph or alternatively, you may assert your claims in small claims court if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitration must be held in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator must be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Missouri law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against Enterprise, you will not be responsible for professional fees for the arbitrator's services or any other JAMS fees. If You are able to demonstrate that the costs of arbitration will be cost-prohibitive or greater than the costs of litigation, Enterprise will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration

provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision remains in effect and must be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision is null and void, and neither You nor Enterprise is entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH MUST BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION.

DISPUTES

These Terms of Use are governed by and construed in accordance with the laws of the State of Missouri, United States of America, without regard to its conflict of law principles. Any action to enforce these Terms of Use regarding a claim not subject to binding arbitration must be brought in the federal court in the Eastern District of Missouri or the state courts located in St. Louis County, Missouri. By using the Site or Mobile App, you consent to the jurisdiction and venue of these courts. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of the Site or Mobile App must be resolved individually, without resort to any form of class action. This limitation does not apply to residents of New Jersey. Any claim or cause of action you may have with respect to the Site or Mobile App must be commenced within one (1) year after the claim or cause of action arises, regardless of any law to the contrary. This limitation does not apply to residents of New Jersey.

GENERAL

If any provision of these Terms of Use is held to be invalid or unenforceable, that provision must be construed consistent with applicable law, and the remaining provisions must be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire agreement between you and Enterprise in connection with your use of the Site or Mobile App.

CONTACT US

If you have any questions about these Terms of Use, please contact us at https://enterprise.custhelp.com/app/ask_dynamic.

Jurisdictions with applicable data rights

For more detailed information on the specific Data Rights applicable to you, please refer to your local supervisory authority. You may exercise any applicable rights by accessing ourGlobal Privacy Portal.

United States of America

California

Colorado

Connecticut

Delaware

Georgia

Indiana

Iowa

Kentucky

Maryland

Minnesota

Montana

Nebraska

Nevada

New Hampshire

New Jersey

Oregon

Rhode Island

Tennessee

Texas

Utah

Virginia

Canada

If you are a resident of Canada outside Quebec, you have the right to:

- Access your personal information and rectify it;
- Withdraw any consent provided;

- Where applicable, lodge a complaint with your supervisory authority.

Quebec

Quebec residents have certain rights with respect to their personal information we have collected. If you are a Quebec resident, you may exercise the following rights regarding your personal information, subject to certain exceptions and limitations:

- Right to access any personal information we have collected about you;
- Right to correct your personal information if you discover that any of it is inaccurate, incomplete or out of date;
- Right to request that we delete any personal information we have collected from you;
- Right to object to and restrict the processing of your personal information that is no longer accurate or necessary;
- Right to withdraw your consent given for processing of your personal information;
- Right to receive any personal information we have collected from you in a structured, commonly used and machine-readable format

European Economic Area, United Kingdom, Switzerland, or Japan

The data protection laws of the European Economic Area, United Kingdom, Switzerland, or Japan provide the following rights to covered individuals:

- Opt-out of some collection or uses of your personal information, including the use of cookies and similar technologies and the use of your personal information for marketing purposes, and the anonymisation of your personal information for data analyses;
- Access your personal information, rectify it, restrict or object to its processing, or, subject to exemptions under law, request its deletion;
- Receive the personal information you provided us to transmit it to another company;
- Withdraw any consent provided (such withdrawal does not affect the lawfulness of processing before your withdrawal);
- Where applicable, lodge a complaint with your supervisory authority;
- Contact our Data Protection Officer (DPO@em.com) or submit a privacy complaint through our Global Privacy Portal form.

SMS Policy - Rental

Last Updated on 06/28/2024

Text Communication for Rental Services

The Enterprise, Alamo and National Car rental brands provides its customers the ability to receive text communications regarding rental status updates, including the ability to confirm, modify, and cancel their reservation through text messages. Enrollment for these messages is meant to save time at the branch and throughout your transaction, with the alternative being a phone call by an Enterprise employee.

How to Unsubscribe from SMS Notifications

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed.

Getting Support and Help with SMS Services

If at any time you forget what keywords are supported, just text "HELP" to the short code. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

Supported Mobile Carriers for SMS Delivery

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages***

Message and Data Rate Information

As always, message and data rates may apply for any messages sent to you from us and to us from you. The number of texts messages you receive will vary depending on your responses. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can contact us using the links below:

https://www.enterprise.com/en/help/contact.html

https://www.nationalcar.com/en/support/contact-us.html

https://www.alamo.com/en/customer-support.html

If you have any questions regarding privacy, please read our Global Consumer Privacy Policy.

SMS policy – Hire

Last updated on 28/06/2024

Text communication for hire services

The Enterprise, Alamo and National Car Rental brands provide their customers with the ability to receive text communications regarding hire status updates, including the ability to confirm, modify and cancel their reservation through text messages. Enrolment for these messages is meant to save time at the

branch and throughout your transaction, with the alternative being a phone call by an Enterprise employee.

How to unsubscribe from SMS notifications

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you've sent us the SMS message "STOP", we will send you an SMS message to confirm that you have been unsubscribed.

Getting support and help with SMS services

If at any time you forget what keywords are supported, just text "HELP" to the short code. After you've sent us the SMS message "HELP", we will respond with instructions on how to use our service as well as how to unsubscribe.

Supported mobile carriers for SMS delivery

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages***

Message and data rate information

As always, message and data rates may apply for any messages sent to you from us and to us from you. The number of texts messages you receive will vary depending on your responses. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can contact us using the links below:

https://www.enterprise.com/en/help/contact.html

https://www.nationalcar.com/en/support/contact-us.html

https://www.alamo.com/en/customer-support.html

If you have any questions regarding privacy, please read our Global Consumer Privacy Policy.

Mobility Solutions for an Evolving World

As mobility has evolved, so have we. What started as a fleet of just seven cars nearly seven decades ago has grown into a global network of internationally recognized car rental brands and mobility services.

Explore Enterprise Mobility

Innovation in Mobility

Mobility is more than the vehicles we drive. It's the integrated transportation solutions that meet the needs of an increasingly complex and ever-evolving world.

Moving Communities Forward

At Enterprise Mobility, we're focused on strengthening our communities one neighborhood at a time by encouraging a culture of giving.

What Drives Us

Through our global team members, discover an organization brimming with community, opportunity, innovation and, above all, mobility — in everything we do.

Brands & Services

Mobility Solutions for an Evolving World

Mobility is the movement of people and goods. But it means more than simply getting you to your destination. It's giving you a way to travel that provides solutions for all of your unique needs and preferences.

And as mobility has evolved, so have we.

What started as a fleet of just seven cars more than six decades ago has grown into a global network of mobility services including car rental, fleet management, flexible vehicle hire, carsharing, vanpooling, car sales, truck rental, vehicle subscription, luxury rental, technology solutions and more.

Today, Enterprise Mobility is on a journey to evolve and innovate to meet the rapidly changing mobility needs of our customers. We're embracing new technologies and solutions that draw us closer to a more meaningful, efficient and sustainable future. And we're designing transportation solutions to become the world's best and most trusted mobility company.

Meet Our Brands

enterprise

We're there when you need us, whether it's car or truck rentals, carsharing or even car sales.

Learn More

The convenient and time-saving choice to keep airport travelers on the move.

Learn More

Value-oriented car rentals right at the airport for vacationers and go-getters worldwide.

Learn More

Explore Our Services

As a total mobility provider, we pull out all the stops to keep you moving forward. Whether you're looking for a quick get-away or an everyday transportation solution, we've got you covered.

Learn more about how we meet all types of mobility needs:

Car Rental

Through trusted brands, we provide a comprehensive variety of vehicle rental services to meet your needs. Whether you're traveling for work or leisure, you need a replacement vehicle after experiencing an accident or anything in between, we'll work to get you where you're going.

Enterprise | National | Alamo

Fleet Management

Need help managing your fleet? Throughout the United States and Canada, Enterprise Fleet Management operates a network of more than 50 fully-staffed offices and manages a fleet of more than 700,000 vehicles for companies, government agencies and other organizations.

Learn More >

Truck Rental

Enterprise Truck Rental is designed for customers who need light-duty or medium-duty solutions for business or personal use. Choose from trucks, cargo vans, utility vehicles or tow-capable pickup trucks.

Learn More >

Flexible Vehicle Hire

In the United Kingdom and Ireland, Enterprise Flex-E-Rent provides a range of heavy goods and light commercial vehicle solutions for long-term business rental.

Learn More >

Car Sales

Enterprise Car Sales offers a quality selection of thousands of cars, SUVs, trucks and vans in a variety of makes and models. Whether you're buying or trading a vehicle, you'll find the process transparent and hassle-free. You can also take advantage of turnkey financing options for a seamless purchasing experience.

Learn More >

Car Sharing

Members of Enterprise Car Share get anytime access to on-site vehicles. Business travel, picking up clients at the airport — whatever the job, the right vehicle is always ready for you. Just scan and go.

Learn More >

In communities in the United Kingdom and Ireland, Enterprise Car Club gives you 24/7 access to cars and vans, including electric and hybrid options.

Learn More >

Vanpooling

Our vanpooling service, Commute with Enterprise, can help your company boost its sustainability profile, improve employee satisfaction and alleviate its transportation challenges.

Learn More >

Luxury Rental

If you need exotic sports cars or luxury sedans and SUVs, you'll find an exceptional selection and trusted, personalized service with the Exotic Car Collection by Enterprise.

Learn More >

Subscription

Pay a single monthly fee and get flexible, convenient access to our fleet through Subscribe with Enterprise, the U.S. car rental industry's first vehicle-subscription service.

Learn More >

Technology Solutions

Enterprise Mobility is evolving how you get from point A to point B and beyond. We invest in a growing number of technologies, like Entegral, a provider of integrated software that streamlines the claims process for transportation service providers.

Learn More >

Our Mobility Experts Can Help

Whether it's car rental, truck rental, fleet management or any other service, our experts are ready to help. Let us find answers to any mobility challenge you may have.

Learn More

Driving Your Business Forward

The road to opportunity is different for every business or organization, which is why we design custom mobility solutions to address your unique needs.

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

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

RECITALS

The purpose of this Amendment is to:

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

AMENDMENT

The Master Agreement is amended as follows:

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

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

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

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

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

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

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

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

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

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

Authorized Signatures:

EAN Services, LLC

By: 

Title: Matthew Morrison, Assistant Secretary

Date: August 4, 2025

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

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

By: John Anglemier

Title: State Procurement Manager

Date: 08/04/2025

Approved pursuant to ORS 291.047

By: Karen Johnson

Assistant Attorney General

Date: August 1, 2025 via email

Amendment No. 2 to Master Agreement PO-10700-00050035

This is Amendment No. 2 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is to:

1. Modify Exhibit 3, Section 1.2.3.
2. Modify Exhibit 4, Section 1.14.1.
3. Modify Exhibit 3, Section 1.15.1.
4. Modify Exhibit 4, Section 1.24.

AMENDMENT

The Master Agreement is amended as follows:

1. Exhibit 3, Section 1.2.3 is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

   1.2.3 In order for an Authorized User to be eligible to obtain Services from Contractor or Rental Entity, the Authorized User must possess a valid driver's license issued by the state or province in which such person resides, be 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law: **At most locations, young renters between the ages of 21-24 may rent the following vehicle classes: economy cars, compact cars, intermediate cars, standard cars, full size cars, minivans, pick-up trucks, compact SUVs, Small SUVs and Standard SUVs with seating up to 5 passengers. Authorized User must be** 25 or older for luxury, **large and premium SUVs,** ~~sport utility~~, ~~pick-up trucks, minivans~~, and 12-15 passenger vans) and meet other normal renter qualifications of the applicable Rental Entity at the applicable renting location. All Authorized Users between the ages of 18 and 20 years of age are restricted to renting the following vehicle classes: Economy, Compact, Midsize/Intermediate, Standard, and Full-Size vehicles. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental. CDW and LP are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If, Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

2. Exhibit 4, Section 1.14 Composition, Sub Section 1.14.1 Round Trip Rentals is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

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

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

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

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

3. Exhibit 3, Section 1.15 Rate Structure, Sub Section 1.15.1 Round Trip Rentals is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

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

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

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

For rentals within the United States and Canada, when an Authorized User rents a Passenger Vehicle on a 24-hour billing cycle and returns the Passenger Vehicle within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Passenger Vehicle is returned thirty (30)

minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Passenger Vehicle is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the
Passenger Vehicle are the Authorized User's responsibility.

4. Exhibit 4, Section 1.1 Services Available Under This Master Agreement, Sub Section 1.24 Insurance is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.24 Insurance Coverage: Participating Entity agrees at a minimum to obtain and maintain in full force and effect at all times throughout the term of this Agreement the following insurance coverages with respect to the acts or omissions of Participating Entity and /or any of its employees or agents (including drivers) and provide a certificate of insurance evidencing: (a) unless liability protection for accidents arising out of the operation or use of each Box Truck is included in the Base Rental Rate as set forth on the applicable Schedule, commercial vehicle insurance, including bodily injury liability and property damage liability coverages, covering owned, non-owned and hired autos (including Box Trucks rented under this Agreement) and insuring Participating Entity's liability for negligence or fault arising out of the use or operation of Box Trucks by its employees or agents (including all drivers) with minimum split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence, or a combined single limit of $300,000 or if greater the minimum amount required by applicable state law; and, where required by law, uninsured and/or underinsured liability coverage, uninsured and/or underinsured property damage coverage and/or personal injury protection in an amount equal to the minimum amount required by applicable state law;
(b) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Box Truck) covering all Box Trucks rented pursuant to this Agreement.
Each insurance policy set forth above shall name Contractor as an additional insured for Participating Entity's contractual obligations under this Agreement and shall include an endorsement stating that such insurance shall not be canceled or modified such that the minimum limits or requisite coverages are no longer in force or non-renewed without thirty (30) days prior written notice to Contractor. Participating Entity hereby acknowledges and agrees that the insurance required to be maintained by it under this section must provide "primary coverage" for the protection of Participating Entity with respect to the acts or omissions of Participating Entity and/or any of its employees or agents (including all drivers) notwithstanding any other coverage carried by Participating Entity or Contractor insuring against similar risks. All insurance shall be written through companies having an A.M. Best's rating of at least A- VII or with such other companies as may reasonably be approved by Contractor. Participating Entity waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance required to be maintained hereunder. Physical damage coverage shall name Contractor as a loss payee. Notwithstanding anything to the contrary, should Participating Entity be provided Liability Protection in the Base Rental Rate per the applicable Schedule, such Liability Protection shall be primary, subject to its terms and conditions, to any similar liability coverage maintained by Participating Entity.

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

- CDW: For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include CDW ~~with $2,500 retained~~

~~responsibility~~ **subject to a $2,500.00 deductible** per incident per vehicle, upon the terms and subject to the limitations set forth herein.

- LP: Those same rates also include LP for accidents arising out of the operation or use of the rental vehicle with split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence in either case upon the terms and subject to the limitations set forth herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.
- Box Truck rates that include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of $1,000,000 may be included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity.

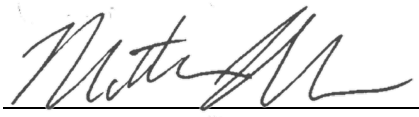
Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the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

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

a. The number set forth in the contract is Contractor correct taxpayer identification number;
b. Contractor is not subject to backup withholding because:
    i. Contractor is exempt from backup withholding;
    ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
    iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
    i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
    ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
    iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
    iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures:

EAN Services, LLC

By: 
Title: Matthew Morrison, Assistant Secretary
Date: November 25, 2025

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

By:  John Anglemier
Title: State Procurement Manager
Date: 11/25/2025

Approved pursuant to ORS 291.047

By: Karen Johnson, via email

Assistant Attorney General

Date: November 19, 2025

Amendment No. 3 to Master Agreement PO-10700-00050035

This is Amendment No. 3 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

AMENDMENT

The Master Agreement is amended as follows:

1. Exhibit 4.1 of the Contract is replaced with Revised Exhibit 4.1, in the form attached to this Amendment as Attachment 1, effective on the Amendment Effective Date.

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

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

a. The number set forth in the contract is Contractor correct taxpayer identification number;
b. Contractor is not subject to backup withholding because:
    i. Contractor is exempt from backup withholding;
    ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
    iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
    i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
    ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
    iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
    iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures:

EAN Services, LLC

By: _____
Title: Matthew Morrison, Assistant Secretary
Date: _____

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

By: _____ John Anglemier
Title: State Procurement Manager
Date: 01/20/2026

Approved pursuant to ORS 291.047

By: Not Applicable.

Assistant Attorney General

Date: Not Applicable.

Standard Box Truck Rates				
Revised Exhibit 4.1 Rates and Box Truck Types - See Liability insurance below Amendment 3				
EAN Services, LLC				
	Daily Rate for rentals from 1-6 days per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate	
Box Trucks (No lift gate)				**Additional Per Mile Charge**
12 feet long, minimum 3,000 payload	$79.80	$478.80	$1,915.20	$0.14
15 feet long, minimum 3,500 payload	$88.35	$530.10	$2,120.40	$0.14
16 feet long, minimum 3,500 payload	$93.10	$558.60	$2,234.40	$0.14
20 feet long, minimum 9,000 payload	$97.85	$587.10	$2,348.40	$0.14
26 feet long, minimum 9,000 payload	$106.40	$638.40	$2,553.60	$0.14
Box Trucks (With Lift Gates)				**Additional Per Mile Charge**
15 feet long, minimum 3,500 payload	$93.10	$558.60	$2,234.40	$0.14
16 feet long, minimum 3,500 payload	$93.10	$558.60	$2,234.40	$0.14
20 feet long, minimum 9,000 payload	$97.85	$587.10	$2,348.40	$0.14
26 feet long, minimum 9,000 payload	$106.40	$638.40	$2,553.60	$0.14
Pick Up Trucks				**Additional Per Mile Charge**
Heavy Duty Pick up (3/4 ton)	$87.30	$523.80	$2,095.20	$0.20 * see below for free mileage included
Heavy Duty Pick up (1 ton)	$96.03	$576.18	$2,304.72	$0.20
Other Rentals Available				**Additional Per Mile Charge**
Standard Cargo Van	$76.63	$459.78	$1,839.12	$0.20 * see below
Other Trucks/Vans Available				**Additional Per Mile Charge**
12 Ft Stake Bed	$97.85	$587.10	$2,348.40	$0.14
Stake Class 4/5 Conventional	$97.85	$587.10	$2,348.40	$0.14
16 Ft Stake Bed	$97.85	$587.10	$2,348.40	$0.14
24 Ft Stake Bed	$107.35	$644.10	$2,576.40	$0.14
26 Ft Stake Bed	$107.35	$644.10	$2,576.40	$0.14
3/4 Ton Pick up 4WD Diesel	$91.18	$547.08	$2,188.32	$0.20 * see below
1 Ton Pick up Truck 4WD Diesel	$99.91	$599.46	$2,397.84	$0.20 * see below
Mini Cargo Van	$73.72	$442.32	$1,769.28	$0.20 * see below
Heavy Duty Cargo Van	$78.57	$471.42	$1,885.68	$0.20 * see below
Heavy Duty XL Cargo Van	$80.51	$483.06	$1,932.24	$0.20 * see below
Hi-Roof cargo Van	$85.36	$512.16	$2,048.64	$0.20 * see below
24Ft box Truck with lift gate	$102.60	$615.60	$2,462.40	$0.14
Gooseneck Class 4/5 Conventional	$112.50	$675.00	$2,700.00	$0.20 *see below
Dump Body Class 4/5 Conventional	$120.83	$724.98	$2,899.92	$0.20 *see below
Utility/Service Body	$112.50	$675.00	$2,700.00	$0.20 *see below
Utility/Service Body 4/5 Conventional	$120.83	$724.98	$2,899.92	$0.20 *see below
Hi-Roof cargo Van-Reefer	$141.67	$850.02	$3,400.08	$0.20 *see below
14 Ft Box Truck-Reefer	$166.67	$1,000.02	$4,000.08	$0.14
24 FT Box Truck Reefer	$190.00	$1,140.00	$4,560.00	$0.14
26 FT Box Truck-Reefer	$200.00	$1,200.00	$4,800.00	$0.14

Retained Responsibility	All Rates listed in cost sheet above include DW with $2,500.00 Retained Responsibility
Liability	**Rates include LP for accidents arising out of the operation or use of the rental vehicle with split limits of $100,000 bodily injury or death per person, $300,000 bodily injury or death per occurrence and $50,000 property damage per occurrence in either case upon the terms and subject to the limitations set forth herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck."**
*Mileage Included	The following trucks/Vans have 150 free miles per day, 750 free miles per week and 3,000 free per month include in rates: 3/4 Ton Pick up, 3/4 Ton Diesel, 1 ton Pick up , 1 ton pick up Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van, Hi-Roof Cargo van, Gooseneck Class 4/5 Conventional, Dump Body 4/5 Conventional, Utility/Service Body, Utility/Service Body 4/5 Conventional, and Hi Roof Cargo Van Reefer.
Telematics	Available upon request, rates vary by region
Preventative Maintech included in rental	Limited to oil changes, fluids, filters, normal wear of brakes and tires. Preventative Maintenance does not include repairs required that are result of neglect, abuse, or collision. Repairs to after market equipment and glass are not included.
Moving Blankets/Pads/Dollies/Straps	Available upon request, rates vary by region and are subject to change
Roadside Assistance Protection	Available upon request at $8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.

$1M Liability Rate Plan				
Revised Exhibit 4.1 Rates and Box Truck Types See Liability insurance below Amendment 3				
EAN Services, LLC				
	Daily Rate for rentals from 1-6 days per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate	
Box Trucks (No lift gate)				**Additional Per Mile Charge**
12 feet long, minimum 3,000 payload	$91.80	$550.80	$2,203.20	$0.14
15 feet long, minimum 3,500 payload	$100.35	$602.10	$2,408.40	$0.14
16 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14
20 feet long, minimum 9,000 payload	$109.85	$659.10	$2,636.40	$0.14
26 feet long, minimum 9,000 payload	$118.40	$710.40	$2,841.60	$0.14
Box Trucks (With Lift Gates)				**Additional Per Mile Charge**
15 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14
16 feet long, minimum 3,500 payload	$105.10	$630.60	$2,522.40	$0.14
20 feet long, minimum 9,000 payload	$109.85	$659.10	$2,636.40	$0.14
26 feet long, minimum 9,000 payload	$118.40	$710.40	$2,841.60	$0.14
Pick Up Trucks				**Additional Per Mile Charge**
Heavy Duty Pick up (3/4 ton)	$99.30	$595.80	$2,383.20	$0.20 * see below for mileage included
Heavy Duty Pick up (1 ton)	$108.03	$648.18	$2,592.72	$0.20
Other Rentals Available				**Additional Per Mile Charge**
Standard Cargo Van	$88.63	$531.78	$2,127.12	$0.20 * see below
Other Trucks/Vans Available				**Additional Per Mile Charge**
12 Ft Stake Bed	$109.85	$659.10	$2,636.40	$0.14
Stake Class 4/5 Conventional	$109.85	$659.10	$2,636.40	$0.14
16 Ft Stake Bed	$109.85	$659.10	$2,636.40	$0.14
24 Ft Stake Bed	$119.35	$716.10	$2,864.40	$0.14
26 Ft Stake Bed	$119.35	$716.10	$2,864.40	$0.14
3/4 Ton Pick up 4WD Diesel	$103.18	$619.08	$2,476.32	$0.20 * see below
1 Ton Pick up Truck 4WD Diesel	$111.91	$671.46	$2,685.84	$0.20 * see below
Mini Cargo Van	$85.72	$514.32	$2,057.28	$0.20 * see below
Heavy Duty Cargo Van	$90.57	$543.42	$2,173.68	$0.20 * see below
Heavy Duty XL Cargo Van	$92.51	$555.06	$2,220.24	$0.20 * see below
Hi-Roof cargo Van	$97.36	$584.16	$2,336.64	$0.20 * see below
24Ft box Truck with lift gate	$114.60	$687.60	$2,750.40	$0.14
Gooseneck Class 4/5 Conventional	$124.50	$747.00	$2,988.00	$0.20 *see below
Dump Body Class 4/5 Conventional	$132.83	$796.98	$3,187.92	$0.20 *see below
Utility/Service Body	$124.50	$747.00	$2,988.00	$0.20 *see below
Utility/Service Body 4/5 Conventional	$132.83	$796.98	$3,187.92	$0.20 *see below
Hi-Roof cargo Van-Reefer	$153.67	$922.02	$3,688.08	$0.20 *see below
14 Ft Box Truck-Reefer	$178.67	$1,072.02	$4,288.08	$0.14
24 FT Box Truck Reefer	$202.00	$1,212.00	$4,848.00	$0.14
26 FT Box Truck-Reefer	$212.00	$1,272.00	$5,088.00	$0.14

Retained Responsibility	All Rates listed in cost sheet above include DW with $2,500.00
Liability	**$1M Combined Single Limt included in Rates**
Mileage Included	The following trucks/Vans have 150 free miles per day, 750 free miles per week and 3,000 free per month include in rates: 3/4 Ton Pick up, 3/4 Ton Diesel, 1 ton Pick up , 1 ton ick up Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van, Hi-Roof Cargo van, Gooseneck Class 4/5 Conventional, Dump Body 4/5 Conventional, Utility/Service Body, Utility/Service Body 4/5 Conventional, and Hi Roof Cargo Van Reefer.
Telematics	Available upon request, rates vary by region
Preventative Maintech included in rental	tires. Preventative Maintenance does not include repairs required that are result of neglect, abuse, or collision. Repairs to after market equipment and glass are not included.
Moving Blankets/Pads/Dollies/Straps	Available upon request, rates vary by region and are subject to change
Roadside Assistance Protection	Available upon request at $8.99 per day. This protection waives financial responsibilty for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.

Amount	Daily Surcharges Enterprise Brand
$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle
$10.00	Mt Home-City; ND Home-City; NE (excluding Omaha and Lincoln): PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson): Bemidji, MN, Elko; Las Vegas Strip
$12.00	DC Metro; L.A. Home-City and West L.A Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City.
$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
$16.00	San Francisco South Bay Home-City
$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

Amendment No. 4 to Master Agreement PO-10700-00050035

This is Amendment No. 4 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

AMENDMENT

The Master Agreement is amended as follows:

1. Section 3 Term of the Master Agreement is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

   3. Term of the Master Agreement

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

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

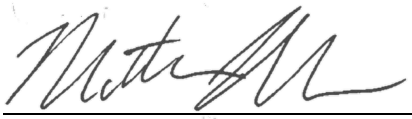
Certification:
Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

a. The number set forth in the contract is Contractor correct taxpayer identification number;
b. Contractor is not subject to backup withholding because:
   i. Contractor is exempt from backup withholding;
   ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
   iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
   i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
   ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
   iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
   iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint

venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures:

EAN Services, LLC

By: 

Title: Matthew Morrison, Assistant Secretary

Date: March 16, 2026

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

By:  John Anglemier

Title: State Procurement Manager

Date: 03/17/2026

Approved pursuant to ORS 291.047

By: Not Applicable.

Assistant Attorney General

Date: Not Applicable.