

Master Collaborative Purchasing Agreement

This Master Collaborative Purchasing Agreement (hereinafter referenced as the "Agreement") is made to be effective as of September 1, 2023 (the "Effective Date") by and between EAN Services, LLC, with offices located at 600 Corporate Park Drive, St. Louis, MO 63105 (hereinafter referenced as "Supplier"), and the Big Ten Academic Alliance, an Illinois not for profit corporation, with offices located at 1819 S. Neil Street, Suite D, Champaign, IL 61820 (hereinafter referenced as "Consortium").

I. Mutual Understanding of Governing Principles

- A. There will be no minimum purchase obligations under this Agreement for any Participants or Affiliates listed in Attachment C (hereinafter referenced as "Participant").
- B. Both parties agree that this Agreement (along with its Attachments) will set forth the entire understanding of the parties regarding the Consortium award. Any previous offers by Supplier to Consortium as part of the RFP process are null and void if not contained in this document either specifically or by reference.
- C. In the event of conflict between this Agreement, the Attachments to this Agreement, and a Letter of Intent, the controlling document shall be the Letter of Intent, then this Agreement, then Attachment E, then Attachment B, then Attachment C, then Attachment D. For clarity, Attachment A is intentionally blank.
- D. Capitalized terms used but undefined in the body of this Agreement and any Attachment shall be given the meaning set forth in Attachment E.

II. Scope

- A. This Agreement shall apply to Consortium Participants, their divisions, subsidiaries and affiliates as defined in Attachment C. Once such Participants execute a Letter of Intent, they will be eligible to participate under this Agreement. Any new Participant that is added to the Consortium during the course of this Agreement must be mutually approved by the parties in writing in order to be eligible to utilize this Agreement. Additionally, should a Participant leave the Consortium during the course of this Agreement, that Participant and its Affiliates will no longer be eligible to purchase from this Agreement. For the avoidance of doubt, the date for adding or removing a Participant to this Agreement shall coincide with the Participant's admittance to or removal from the Consortium, respectively. The parties agree that Attachment C may be revised, without formally amending this Agreement, to add or remove Participants and their Affiliate(s).
- B. This Agreement does not constitute a purchase order. Purchases under this Agreement shall be made with Purchase Orders issued by individual Participants.
- C. In performing under this Agreement, Supplier will comply with all applicable federal, state and local laws.

III. Term and Termination

- A. This Agreement shall commence on September 1, 2023 and terminate on August 31, 2026, unless otherwise renewed or terminated as provided herein.
- B. Either Supplier or Consortium may terminate this Agreement in its entirety upon ninety (90) days prior written notice to the other party, without penalty.
- C. This Agreement may be extended for two (2) additional two (2) year terms for up to a total contract term of seven (7) years upon mutual written agreement of the parties.

IV. Pricing

- A. The prices and/or pricing formula for the services listed on Attachment E shall be applicable to all purchase orders issued by Participants under this Agreement. For reservations for National brand Business Use rentals by Eligible Renters under this Agreement in the United States, Puerto Rico, and Canada made using a Participant's Account Number(s), EAN will compare the Rate to the applicable Publicly Available Retail Rate (defined below) available at such time for the applicable vehicle at such National brand locations in the booking system in which Participant is booking the reservations, which meet the requirements for the particular rental, and assign the Publicly Available Retail Rate to the confirmed reservation, if lower. In such event, all terms and conditions of this Agreement will still apply to the rental. "Publicly Available Retail Rates" shall mean retail rates available to the general public and shall exclude without limitation promotional rates, specials, promotions, corporate and government rates, membership rates, replacement rates, and all other contracted and other rates booked with an account number.
- B. Supplier warrants it will maintain discounted percentages for the services listed in Attachment E, and that any additional continuing discounts offered to any Participant will be made available to all of the Consortium Participants who operate in the same manner, irrespective of purchase volume. This requirement does not apply to single purchases that are based on single purchase quotations, or to services specifically priced to the individual Participant by Manufacturer contract.
- C. Supplier shall provide, on a semi-annual annual basis, an updated electronic copy of Attachment E. The pricing detailed in Attachment E shall be firm for a period of 6 months. Pricing shall be subject to the terms and conditions of this Agreement. Any preprinted terms and conditions which may appear on a pricing document and conflict with this Agreement shall be of no consequence.
- D. Supplier has the ability to implement additional pricing or discounts for each Participant as agreed with the individual Participant. Due to specific operating logistics, this pricing may not be implemented for all Participants; however, any

additional continuing discounts offered to any Participant will be made available to all of the Participants who operate in the same manner, irrespective of purchase volume. This requirement does not apply to single purchases that are based on single purchase quotations.

- E. Participants with Excessive Losses. In the event Participant experiences Excess Losses (as defined below), Supplier hereby reserves the right to either i) increase Rates or ii) remove eligibility for Damage Waiver and Liability in its sole discretion, in either case not without thirty (30) days' prior written notice to Participant. "Excessive Losses" shall mean for any twelve (12) month period if Supplier's costs for damage and third-party liability incurred from Participant are greater than 10% of Participant's annual spend with Supplier.

V. Purchase Orders/Invoice

- A. Purchase Orders will be issued by individual Participant locations and subject to the terms and conditions of this Agreement. Terms and conditions presented on invoices, purchase orders, packing slips and/or quotations are waived in favor of the terms of this Agreement.
- B. For Participants that establish direct billing, invoices are to be submitted by Supplier to the Participant's location indicated on the direct bill application. Invoices will reference the Participant's Purchase Order number if included in the original direct bill setup and will contain such other information as Participant may reasonably request.
- C. The invoice payment terms for purchase orders placed hereunder shall be net thirty (30) days.

VI. Shipping Terms [Intentionally Omitted]

VII. On-Site Services [Intentionally Omitted]

VIII. Review Meetings

Review meetings may be held periodically to mutually evaluate the overall performance of each of the parties and the status of continuous improvement projects.

IX. Product Recall [Intentionally Omitted]

X. Work on Other Party's Premises

- A. If either party's work under this Agreement involves operations by such working party on the premises of the other party or one of its customers, such working party shall take all necessary precautions to prevent injury to person or property during the progress of work and, except to the extent such is due to the negligence of the other party, shall indemnify the other party, its successors, assigns, agents, and users of its services against all loss which may result in any way from any act or omission of the working party, its agents, employees, or subcontractors, and the working party shall maintain such public liability, property damage, and employee's liability and compensation insurance as will protect the other party from said risks and from any claims under any applicable worker's compensation and occupational health acts and similar statutes or regulations.
- B. Supplier agrees to use reasonable care in the hiring of sales/service representatives who will be performing work at Consortium's premises. Substitution of employees will be the right of Supplier provided that Supplier will ensure that in providing services Supplier remains in compliance with the terms of this Agreement. On-site employees whose performance is unsatisfactory to Consortium shall be first counseled by Supplier, and Supplier shall take all necessary corrective action. If after such counseling Consortium continues to reasonably experience dissatisfaction as referenced in writing by the "Notices" Consortium representatives under this Agreement, Consortium may request removal of Supplier's employee with written notice of three (3) days. Upon receipt of such request, Supplier shall immediately remove the employee and replace the employee with a person of suitable expertise subject to the requirements set forth above.
- C. Supplier will not charge for time in transit for on-site services and will provide a not-to-exceed rate for expenses. All expenses are to be billed in accordance with individual institutional travel policies which will be provided as supplemental information between the school and supplier.

XI. Subject Headings

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

XII. Notices

All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or certified mail, postage prepaid addressed to Supplier or to Consortium at the addresses as follows:

Consortium:
Julie Sweet
Director, Operations
Big Ten Academic Alliance
1819 S. Neil St., Suite D
Champaign, IL 61820
Phone: (217) 300-5383

Supplier Contact:
Jason Moore
Strategic Sales Director
EAN Services, LLC
600 Corporate Park Drive
St. Louis, MO 63105
Phone: (314)-512-5000

XIII. General Terms and Conditions

Except as may be modified by individual Participant and Supplier "Letter of Intent", the terms and conditions set forth in this Agreement shall apply to each purchase by any Participant. No other terms and conditions will apply to any purchase order by any Participant.

Terms and conditions for each Participant that are required to be made part of a purchase contract by virtue of Federal law; Participant state laws, or participant policies and procedures may be individually negotiated by Supplier and each Participant, and such terms and conditions be included in each Participant's Letter of Intent.

XIV. General Provisions and Certifications for Government Contracts

Attachment B to this Agreement contains clauses that are applicable to the Participants when their purchases have been funded through applicable government contracts, and such requirements are required to be flowed down to Supplier as a supply source being paid with such government funds.

To the extent such clauses are applicable to the business conducted by Supplier, Supplier agrees to abide by these same terms and conditions, but only to the extent that the Participant specifically sets forth the applicable clauses (or incorporates them by reference) in the purchase order such that Supplier has the opportunity to notify Participant if it cannot comply with a particular incorporated clause.

XV. Complete Agreement

This Agreement (including all relevant Attachments) constitutes the entire agreement between the parties relative to the goods listed in Attachment E hereto, and supersedes and replaces all prior or contemporaneous agreements, written or oral, between the parties regarding such goods.

XVI. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatory whose signatures appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

SUPPLIER:

Signature

Printed Name

Title

Date

CONSORTIUM:

Signature

Keith A. Marshall

Printed Name

Executive Director

Title

Date

Signature

Tally Thrasher

Printed Name

Chair, BTAA Procurement Directors and Procurement
Director, Univ of Michigan

Title

Date

(Intentionally Omitted)

ATTACHMENT B
Terms and Conditions

1. Independent Contractor

Supplier agrees that it is an independent contractor. Supplier understands that no relationship other than that of contracting parties is established by this Agreement, and further understands that this does not establish any employer-employee arrangement. Supplier agrees as an independent contractor to treat its assistants as its own employees and comply with tax requirements for Supplier and its assistants.

2. Compliance with Laws

Supplier warrants and certifies that in the performance of this Agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment.

All services, including but not limited to delivery, provided to the Participants must comply fully with written safety requirements of each applicable Participant's state, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

3. Non-discriminatory Hiring Practices by Supplier

Supplier shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, and Vietnam era veteran, physical or mental disability. Supplier shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, physical or mental disability except where it related to a bonafide occupational qualification.

4. Compliance with Specifications

Supplier warrants that all services provided under this Agreement shall conform to specifications or other descriptions provided.

5. Patent, Trademark, and Copyright Infringement

In the event that Supplier, the Participant or the Consortium learns of any issue relating to a potential patent, trademark, or copyright infringement in any of the services provided, it will immediately advise the other party by the most expeditious means of communication.

6. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without Supplier's consent) of an assignee for the benefit of creditors, or of a receiver, the Consortium and/or Participant may cancel this Agreement.

7. Assignments

Neither Consortium nor Supplier shall assign this Agreement or any of its applicable rights or obligations hereunder, without the other party's prior written consent. Any purported assignment made without the other party's prior written consent shall be void and of no effect. Notwithstanding the foregoing, Supplier may delegate performance of its obligations under this Agreement to a Renting Entity.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to the Consortium or a Participant in any advertising material of any kind without the express written permission of the party involved. With respect to the Participants, in such cases, prior written consent shall be provided by the authorized representative of the Participant purchasing department.

9. Indemnification and Limitation of Liability

To the extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its officers, directors, and employees (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, or costs that are awarded against the Indemnified Party in a final, non-appealable judgment, including reasonable attorneys' fees (collectively, "Losses") arising out of any third party claim and to the extent attributable to the Indemnifying Party's:

- a. material breach of this Agreement;
- b. grossly negligent or more culpable act or omission (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
- c. infringement of any intellectual property right.

Each party's maximum liability, whether arising in contract, tort, or breach of statutory duty or otherwise in connection with its indemnification obligations under the foregoing paragraph, shall not exceed the aggregate amount of \$1,000,000.

Indemnification Procedure. All indemnification obligations in this Agreement are conditioned upon the Indemnified Party:

- a. promptly delivering written notice of the claim to the Indemnifying Party;
- b. cooperating with the Indemnifying Party in the defense of any such claim or liability and any related settlement negotiations;
- c. not compromising or settling any claim or liability without prior written consent of Indemnifying Party; and
- d. delivering at least 30 day's written notice of a final, non-appealable judgment that requires indemnification under this section.

10. Insurance

If service or other work is specified to be conducted on Consortium or a Participant's premises, Supplier and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of the Participant; (b) commercial general liability for bodily injury and/or property damage including products liability and completed operations in an amount of not less than \$1,000,000 combined single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 combined single limit, per occurrence.

If an individual Participants desires coverage in addition to the above limit, such Participant will negotiate directly with Supplier regarding such additional insurance coverage; provided that the parties acknowledge that additional insurance is not included in the prices set forth in this Agreement.

Supplier and/or its subcontractor(s) shall furnish to the Consortium or its Participant impacted by this subsection satisfactory proof of such insurance coverage prior to commencement of the work. Consortium and the impacted Participant, as the case may be, are to be added as additional insured with respect to their contractual rights hereunder.

11. Tax Exempt Status

Participants may be exempt from excise, state, local and use taxes for services rendered and equipment or parts supplied for this Agreement. If Participants provide a valid tax-exempt certificate to Supplier, Supplier will not charge taxes, except as otherwise required by law.

12. Certification of Products [Intentionally Omitted]

13. No Substitutions [Intentionally Omitted]

14. Packaging and Labeling [Intentionally Omitted]

15. Product Returns [Intentionally Omitted]

16. Hazardous Conditions

In the event that Supplier or Consortium learns of any issue relating to a potential safety hazard or unsafe condition in any of the services produced hereunder or is advised of such by competent authorities of any government having jurisdiction over such services, it will immediately advise the other party by the most expeditious means of communication. The parties shall cooperate in communication with the public and governmental agencies and in correcting any such condition that is found to exist.

17. New and Replacement Services

New services that become available during the course of the program may be added, at the request of the Consortium or a Participant, with all terms, conditions and pricing arrangements as negotiated and agreed to at the time of introduction.

Services that are direct replacements shall be provided at the same discounted rate as the prior service that was replaced.

18. Order Fulfillment [Intentionally Omitted]

19. Consortium Acceptance of Offer

Any notice of award or contract between the selected preferred vendor and the Consortium shall be executed by the Consortium Executive Director or designee.

20. Participant Order Placement

The Participant placing the order with Supplier shall alone be liable or responsible for payment for services provided.

21. Development of Minority-owned, Women-owned, Handicap-owned, & Disadvantaged Businesses

The Consortium is committed to encouraging the development of minority-owned, women-owned, handicap-owned, and otherwise disadvantaged businesses. Supplier agrees to use commercially reasonable efforts to explore subcontracting opportunities with minority-owned, women-owned, handicap-owned and otherwise disadvantaged businesses where appropriate. If Participants request a report, Supplier will provide such report indicating the number of subcontracting opportunities where disadvantaged businesses were utilized by Supplier. The report will be in a format mutually acceptable to Supplier and the individual Participant.

22. Report of Sales

Supplier will provide to Consortium a quarterly electronic report of the total dollar expenditures generated by each Participant for goods or services provided under the Agreement in a manner mutually agreed upon. Supplier shall provide data requested by the Consortium so long as such information is readily retrievable from its sales database. Above referenced reports are to be filed with Consortium Purchasing Coordinator within 30 days of the end of quarters. Quarters shall end effective March 31, June 30, September 30, and December 31 of each year unless otherwise agreed.

23. Annual Report

When requested, Supplier will provide an annual electronic report of all services provided to Consortium Participant pursuant to the Agreement. Above referenced reports are to be filed with the Consortium Purchasing Coordinator within 30 days of Supplier's fiscal year unless otherwise agreed. The report format shall be as mutually agreed. Supplier shall provide data requested by the Consortium so long as such information is readily retrievable from its sales database.

24. Client Relations

In addition to providing services outlined herein, the preferred supply vendor or its distributor shall provide the following business services:

- A. A contract administrator, reasonably acceptable to the Consortium, able to act with full authority.
- B. An account representative(s) and several account service assistants with experience and knowledge of Background Check, I-9 Employment and E-Verify services.

The contract administrator shall meet with the Consortium purchasing coordinator or designee annually to discuss performance. The account representative(s) shall meet with Participants as requested by the individual Participants. Initial customer service and order problem resolution will be accomplished at each Participant location.

25. Administrative Fee: [Intentionally Omitted]

26. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

27. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by Consortium and Supplier, in writing with signatures of authorized representatives of all parties authorizing said modification.

28. Separability

In the event any provision of this Agreement or portion hereof, is held to be illegal, invalid or unenforceable, such provision or the portion thereof shall be deemed to be separate from all other provisions and all such other provisions shall remain in full force and effect.

29. Force Majeure

Neither party shall be liable for failure or delay in the performance of any obligation hereunder caused by:

- A. Acts of God (e.g. earthquake, flood, hurricane, typhoon and other natural disasters);
- B. Any civil disorder, war, insurrection, riot or interference by civil or military authorities;
- C. Damage or destruction of a party's facilities or those of its subcontractors or Suppliers that impact performance hereunder;
or
- D. Raw material shortage which significantly impacts the availability of such material (each a "Force Majeure Event").

In the event of a Force Majeure Event, the affected party shall give notice to the other party of the nature of the Force Majeure Event as soon as reasonably practicable after discovery of such Force Majeure Event. The affected party will be excused from performance during the existence of the Force Majeure Event; provided that the affected party will continue to perform its other obligations under this Agreement to the extent not impacted by the Force Majeure Event. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such Force Majeure Event. Any acceptance or warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Force Majeure Event.

Notwithstanding the extension of time, if the delay attributable to a Force Majeure Event remains in effect for a period in excess of ninety (90) days, either party may give written notice to the other party of termination of this Agreement. If the Force Majeure Event only relates to a single product or class/line of products, such termination will only apply to that product or class/line of products.

30. Confidentiality

The parties understand and agree that information concerning any of the information set forth herein (including all applicable exhibits) is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the specific prior written agreement of the parties, provided, however, that if any of such terms have become public information without the fault of the other party these terms shall no longer be treated as confidential by either party.

Supplier and Consortium agree that any information, whether written, oral, or in the form of diagrams, PowerPoint slides or photographs, furnished by either party to the other under this Agreement shall be deemed to be proprietary to the party furnishing such information and will be maintained in confidence by the party receiving such information.

In addition, the data and information which has been or may hereafter be furnished to Supplier by Consortium in connection with Supplier's services, therefore, is the property of Consortium, and has been furnished solely to enable Supplier to render service to Consortium. For clarity, confidential information excludes any data or information which is provided to Supplier or a Renting Entity by Consortium, Participant, Eligible Renter, customers, employees, agents or representatives of Consortium or Participant under a vehicle rental transaction or reservation.

31. Governing Law

This Agreement and any purchase orders placed by Participants hereunder as well as the relationship between the parties under it shall be governed by and construed in accordance with the law of the State of Illinois or the state of the ordering Participant.

32. General Provisions and Certifications for Government Contracts

Section 39. General Provisions and Certifications for Government Contracts of this Attachment B contains clauses that are applicable to the Participants when their purchases have been funded through applicable government contracts, and such requirements are required to be flowed down to Supplier as a supply source being paid with such government funds.

To the extent such clauses are applicable to the business conducted by Supplier, Supplier agrees to abide by these same terms and conditions, but only to the extent that the Participant specifically sets forth the applicable clauses (or incorporates them by reference) in the Letter of Intent such that Supplier has the opportunity to notify Participant if it cannot comply with a particular incorporated clause.

33. Complete Agreement

This Agreement (including all relevant Attachments) constitutes the entire agreement between the parties relative to the services listed hereto, and supersedes and replaces all prior or contemporaneous agreements, written or oral, between the parties regarding such services.

34. Survival of Rights of Parties

The termination of this Agreement shall not release either party from any liability, obligation, or agreement which pursuant to any provision of this Agreement is to survive or be performed after such expiration or termination.

35. Subject Headings

The subject headings on this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any question of interpretation or construction of this Agreement.

36. Waivers and Amendments

The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision. In addition, no terms or provisions of this Agreement may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such change, waiver, discharge, or termination is sought. As noted previously, no preprinted forms used by Consortium, Supplier or any Participant shall serve as an amendment of this Agreement.

37. Invoice Audit

Upon Consortium request, and within a mutually agreed upon timeframe, Supplier will provide sales data to demonstrate that prices paid for services received by Participants are in accordance with this Agreement and any additional terms/pricing that is specific to a Participant. If a sampling of transactions from Participant(s) demonstrates that the invoices are consistent with this Agreement, the sampling method will be sufficient. If issues are identified, the transactions for review may be increased, and the Participant shall have the right to recover any overpaid amounts as a credit memo. The Consortium agrees that any pricing dispute for overcharge must be made within twelve (12) months of the invoice date. The form of this reporting shall be mutually agreed upon prior to the first request for pricing review.

38. Dispute Resolution

If a disagreement arises between Supplier and an individual Participant related to the application of this Agreement (including the Participant's Letter of Intent), the aggrieved party shall have the right to submit a demand for corrective action through the following escalating process.

- A. The aggrieved party shall prepare a written statement of the desired corrective action to be taken,
 - 1) Citing the pertinent contractual basis for requesting the correction;
 - 2) Providing complete *documentation of the alleged failure to comply with the contract, and*
 - 3) Providing any additional information that may be required to help perfect their request.
- B. Such Statement shall be delivered to the Participant's Purchasing Director, or to Supplier's representative, as appropriate. The Supplier representative and the Purchasing Director will coordinate a meeting of their respective management teams to share the stated concerns and requested corrective actions. Those in position of authority to commit resources to resolve the dispute are to be present. These parties will work in good faith to resolve their dispute.
- C. Should dispute resolution not be achieved, either party may request that the current Chair and Vice Chair of the Big Ten Academic Alliance Procurement Directors Group and the Purchasing Coordinator review the request for corrective action. If any of the current officers are from the Participant engaged in the dispute, the most recent, prior officer will sit in place. The representatives and the appropriate management staff of each disputing party will meet to mutually discuss the disputed issues. The parties will act in good faith to resolve their issues. Should resolution not be achieved, the sole remedy with regard to this Agreement shall be termination of the use of this Agreement by the Participant and Supplier.
- D. The parties acknowledge that remedies may be sought by either Supplier or the Participant, independent of this Agreement.
- E. The parties also acknowledge that in the event a dispute is determined to be a breach of this Agreement, that action may be taken by either Supplier, or by the Consortium to seek remedies in conformance with this Agreement.

39. General Provisions and Certifications for Government Contracts:

United States Government Subcontracting for Commercial Items. The Affiliates of Supplier are approved prime contractors of the United States government and in certain circumstances function as subcontractors through contracts with prime contractors of the U.S. government. As such, the Affiliates maintain appropriate registrations in System for Award Management (SAM) administered by the U.S. government which includes the central contractor registrations system (CCR) and online representations and certifications application (ORCA). In the event that a Participant is awarded a prime contract with funds payable to the Participant by the U.S. government or its agencies and the Participant considers Affiliates as qualified subcontractors to any such award for purposes of payments for services under this Agreement, Affiliates shall accept the following "mandatory flow down" Federal Acquisition Regulations (FAR) 44.402, 52-212(e) and 52.244-6 for commercial items:

Utilization of Small Business Concerns	FAR 52.219-8 (Oct. 2022)
Equal Opportunity	FAR 52.222-26 (Sept 2016)
Equal Opportunity for Veterans	FAR 52.222-35 (June 2020)
Affirmative Action for Workers with Disabilities	FAR 52.222-36 (June 2020)
Notification of Employee Rights	FAR 52.222-40 (Dec. 2010)
Under the National Labor Relations Act	
Preference for Privately Owned U.S.-Flag Commercial Vessels	FAR 52.247-64 (Nov 2021)
Combating Trafficking in Persons	FAR 52.222-50 (Nov 2021)
Contractor Code of Business Ethics and Conduct	FAR 52.203-13 (Nov 2021)
Employment Eligibility Verification	FAR 52.222-54 (May 2022)

If additional FAR requirements must be imposed upon Affiliates by law or by prime contract, such must be separately agreed to in writing by the applicable Affiliate(s) and the applicable Participant. In such case, there is no guarantee by Supplier or the Affiliates that Rates will remain as stated in the Agreement.

**ATTACHMENT C
List of Participants**

Participant names and locations are listed below. The list is not to be considered all-inclusive. Participants may have minimal additional locations that require service. Not all locations may elect to participate.

Member Institution	Member Campus
University of Chicago	University of Chicago
University of Illinois	University of Illinois at Urbana–Champaign
University of Illinois	University of Illinois at Chicago
University of Illinois	University of Illinois at Springfield
Indiana University	Indiana University - Bloomington
Indiana University	Indiana University - Indianapolis
Indiana University	Indiana University - Richmond
Indiana University	Indiana University - Kokomo
Indiana University	Indiana University - Gary
Indiana University	Indiana University - New Albany
Indiana University	Indiana University - South Bend
Indiana University	Indiana University - Fort Wayne
University of Iowa	University of Iowa - Iowa City
University of Maryland	University of Maryland - College Park
University of Michigan	University of Michigan - Ann Arbor
University of Michigan	University of Michigan - Dearborn
University of Michigan	University of Michigan - Flint
Michigan State University	Michigan State University - East Lansing
University of Minnesota	University of Minnesota - Minneapolis - St. Paul
University of Minnesota	University of Minnesota - Duluth
University of Minnesota	University of Minnesota - Morris
University of Minnesota	University of Minnesota - Crookston
University of Nebraska	University of Nebraska - Lincoln
University of Nebraska	University of Nebraska - Omaha
University of Nebraska	University of Nebraska - Kearney
University of Nebraska	University of Nebraska Medical School
Northwestern University	Northwestern University - Evanston
Northwestern University	Northwestern University - Chicago
Ohio State University	Ohio State University - Columbus
Ohio State University	Ohio State University - Marion
Ohio State University	Ohio State University - Lima
Ohio State University	Ohio State University - Mansfield
Ohio State University	Ohio State University - Newark
Pennsylvania State University	Pennsylvania State University - University Park
Pennsylvania State University	Pennsylvania State University - Abington
Pennsylvania State University	Pennsylvania State University – Lehigh Valley
Pennsylvania State University	Pennsylvania State University - Altoona
Pennsylvania State University	Pennsylvania State University – Beaver

Member Institution	Member Campus
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University – Berks
Pennsylvania State University	Pennsylvania State University – Brandywine
Pennsylvania State University	Pennsylvania State University - DuBois
Pennsylvania State University	Pennsylvania State University – Behrend
Pennsylvania State University	Pennsylvania State University – Fayette
Pennsylvania State University	Pennsylvania State University – Great Valley
Pennsylvania State University	Pennsylvania State University – Harrisburg
Pennsylvania State University	Pennsylvania State University - Hazleton
Pennsylvania State University	Pennsylvania State University - McKeesport
Pennsylvania State University	Pennsylvania State University - Hershey
Pennsylvania State University	Pennsylvania State University - Mont Alto
Pennsylvania State University	Pennsylvania State University - New Kensington
Pennsylvania State University	Pennsylvania State University - Schuylkill
Pennsylvania State University	Pennsylvania State University - Shenango
Pennsylvania State University	Pennsylvania State University – Wilks-Barre
Pennsylvania State University	Pennsylvania State University - Scranton
Pennsylvania State University	Pennsylvania State University – York
Pennsylvania State University	Pennsylvania College of Technology
Purdue University (IN)	Purdue University - West Lafayette
Purdue University (IN)	Purdue University - Hammond
Purdue University (IN)	Purdue University - Westville
Purdue University (IN)	Purdue University - Fort Wayne
Rutgers University (NJ)	Rutgers University - New Brunswick
Rutgers University (NJ)	Rutgers University - Camden
Rutgers University (NJ)	Rutgers University - Newark
University of Wisconsin	University of Wisconsin - Madison
University of Wisconsin	University of Wisconsin - Extension
University of Wisconsin	University of Wisconsin - Rock County
University of Wisconsin	University of Wisconsin - Whitewater
University of Wisconsin	University of Wisconsin - Parkside
University of Wisconsin	University of Wisconsin - Waukesha
University of Wisconsin	University of Wisconsin - Milwaukee
University of Wisconsin	University of Wisconsin - Platteville
University of Wisconsin	University of Wisconsin - Richland
University of Wisconsin	University of Wisconsin - Baraboo
University of Wisconsin	University of Wisconsin - Washington County
University of Wisconsin	University of Wisconsin - Fond du Lac
University of Wisconsin	University of Wisconsin - Sheboygan
University of Wisconsin	University of Wisconsin - Manitowoc
University of Wisconsin	University of Wisconsin - Oshkosh
University of Wisconsin	University of Wisconsin - Fox Valley

Member Institution	Member Campus
University of Wisconsin	University of Wisconsin - La Crosse
University of Wisconsin	University of Wisconsin - Stevens Point
University of Wisconsin	University of Wisconsin - Green Bay
University of Wisconsin	University of Wisconsin - Marshfield/Wood County
University of Wisconsin	University of Wisconsin - Marinette County
University of Wisconsin	University of Wisconsin - Marathon County
University of Wisconsin	University of Wisconsin - Eau Claire
University of Wisconsin	University of Wisconsin - Stout
University of Wisconsin	University of Wisconsin - River Falls
University of Wisconsin	University of Wisconsin - Barron County
University of Wisconsin	University of Wisconsin - Superior

In addition to the forgoing, the affiliated institutions below will be participants:

Member Institution	Affiliated Campus
University of Chicago	University of Chicago – Medical Center
University of Chicago	Argonne National Laboratory
University of Chicago	Fermi National Accelerator
University of Chicago	Marine Biological Laboratory
University of Illinois	Chicago State University
University of Illinois	Eastern Illinois University
University of Illinois	Governors State University
University of Illinois	Illinois State University
University of Illinois	Northeastern Illinois University
University of Illinois	Northern Illinois University
University of Illinois	Southern Illinois University - Carbondale
University of Illinois	Southern Illinois University - Edwardsville
University of Illinois	Southern Illinois University - School of Medicine
University of Illinois	Western Illinois University
Indiana University	Ball State University
Indiana University	Indiana State University
Indiana University	University of Southern Indiana
Indiana University	Vincennes University
Indiana University	Ivy Tech Comm College of Indiana – Bloomington
Indiana University	Ivy Tech Comm College of Indiana – Columbus
Indiana University	Ivy Tech Comm College of Indiana – East Central Muncie
Indiana University	Ivy Tech Comm College of Indiana – Evansville
Indiana University	Ivy Tech Comm College of Indiana – Ft. Wayne
Indiana University	Ivy Tech Comm College of Indiana – Indianapolis
Indiana University	Ivy Tech Comm College of Indiana – Kokomo
Indiana University	Ivy Tech Comm College of Indiana – Lafayette
Indiana University	Ivy Tech Comm College of Indiana – Madison
Indiana University	Ivy Tech Comm College of Indiana – Northcentral South Bend

Member Institution	Affiliated Campus
Indiana University	Ivy Tech Comm College of Indiana – Northwest Gary
Indiana University	Ivy Tech Comm College of Indiana – Richmond/Connersville
Indiana University	Ivy Tech Comm College of Indiana – Sellersburg
Indiana University	Ivy Tech Comm College of Indiana – System
Ohio State University	Ohio State University – ATI/OARDC
Ohio State University	Ohio State University – Stone Lab
University of Iowa	Iowa State University
University of Iowa	University of Northern Iowa
University of Iowa	Iowa Braille and Sight Saving School
University of Maryland	Bowie State University
University of Maryland	Coppin State University
University of Maryland	Frostburg State University
University of Maryland	Salisbury University
University of Maryland	Towson University
University of Maryland	University of Baltimore
University of Maryland	University of Maryland, Baltimore
University of Maryland	University of Maryland, Baltimore County
University of Maryland	University of Maryland Eastern Shore
University of Maryland	University of Maryland University College
University of Maryland	University of Maryland Center for Environmental Science

ATTACHMENT D
Sample Letter of Intent

By executing this Letter of Intent, the Participant or Affiliate (hereinafter "Participant") listed below hereby agrees to abide by all of the requirements, duties and obligations set forth in the Agreement between Supplier and Consortium, Master Agreement effective as of September 1, 2023 (the "Agreement"). Participant is qualified by virtue of being listed on Attachment C of the Agreement as either a Participant, or Affiliate Institution. Supplier and the Participant agree that all transactions conducted between the parties will be pursuant to the terms of the Agreement.

The Purpose of this letter of Intent is to identify the applicability of the Agreement, and to further define any unique logistical arrangements, or additional terms and conditions agreed upon by both parties.

1. Participants may participate in the Agreement so long as they do not have any existing agreements currently in place with Supplier (including alternative state and local purchasing agreements). If there is an existing agreement in place with Supplier, by entering into this Letter of Intent, the Participant agrees that unless specifically excepted herein, the existing agreement is terminated with respect to the Participant and the Participant agrees to cease purchasing under the existing agreement as a condition to this Agreement.
2. Participant and Supplier may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and the terms and conditions of the Agreement are not applicable.
3. By signing below, Participant agrees that in issuing purchase orders under the Agreement, all transactions under the Agreement will be governed by the terms of the Agreement and not by any terms of any purchase order or invoice between Participant and Supplier.
 - a. Participant's primary contact will be as follows:
 - b. Name:
 - c. Title:
 - d. Address:
 - e. Telephone:
 - f. Email:
4. Participant and Supplier agree to the following terms and conditions that are additionally required by law for Participant to legally contract for services provided in the Agreement:
5. Participant and Supplier agree to the following requirements for conducting electronic commerce:
6. Participant and Supplier agree to the following unique operating arrangements necessary to service the Participant account(s):
7. This Letter of Intent and the Agreement sets forth the entire agreement between the parties as to the subject matter set forth herein.

Intending to be legally bound, the parties have executed this Agreement to be effective as of the date set forth above.

ACCEPTED BY PARTICIPANT:

Signature

Printed Name

Title

Date

ACCEPTED BY SUPPLIER:

Signature

Printed Name

Title

Date

Please provide a fully executed copy of this Letter of Intent to Big Ten Academic Alliance Contracts (contracts@btaa.org).

ATTACHMENT E
Pricing Schedule and Description of Goods/Services

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 Eligible Renter.

Affiliate means any entity that owns directly or indirectly, is owned by, or is under common control with another entity.

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

Company means each Participant.

Consultant means any individual: (i) who has been retained by a Participant to provide expert or professional advice at the direction of, and for and on behalf of the Participant; (ii) whose work during the time of their car rental is directly related to or for the benefit of the Participant; and (iii) whose car rental expenses are reimbursed or otherwise paid for by the Participant.

Contractor means any individual: (i) who has been retained by a Participant to furnish materials or perform services for the Participant at a specified price; (ii) whose work during the time of their car rental is directly related to or for the benefit of the Participant; and (iii) whose car rental expenses are reimbursed or otherwise paid for by the Participant.

EAN means Supplier.

Franchisees means EAN's network of independently owned franchisees and licensees operating locations under the Enterprise and National brands.

Location Surcharges means geographic surcharges in addition to the Rate that vary depending on the originating location of rental, as set forth on one or more Schedules and which are determined by and may be changed or modified in the sole discretion of EAN on written notice.

Rental Contract means any agreement between Company or an Eligible Renter and Renting Entity for the rental of a vehicle.

Rates means the rates which differ by rental type, brand and location as set out in the Schedule(s), increased in accordance with this Agreement.

Renting Entity means the provider of the rental, which is the EAN Affiliate or Franchisee operating the facility where the rental originates, as identified in the Rental Contract and available upon request. Each Renting Entity (not EAN) is a principal for purposes of this Agreement.

Student Club and Organization Use means rentals which are used by a Participant's student organizations and/or clubs (including intramural organizations and/or clubs) which are not paid for, in whole or in part, by Company or its Affiliates.

Rental Program and Rates. Each Renting Entity shall ensure that vehicles are made available to Eligible Renters for rental for Business Use (and Student Club and Organization Use, if applicable, and set forth on a particular schedule) at the Rates provided in the Agreement when the Eligible Renter makes an advance reservation, subject to availability. Rates apply to locations operating under the Brands in the jurisdictions set forth in the applicable Schedule(s). To be eligible for the Rates, eligible rentals must be made through an EAN approved booking channel using the Account Number(s) assigned to Company. Location Surcharges in a Schedule shall apply to all Schedules unless otherwise noted. Except as expressly provided in this Agreement, Rates do not include applicable taxes, fees, surcharges, licensing fees, refueling, drop-off, no-show, delivery, youthful driver, additional driver, pickup charges, one-way charges, or any optional products. Rates may not apply in certain cities during special events, and major holidays, and Rates do not apply in Manhattan, NY Boroughs and certain other NYC Tri-State Area locations from 12:01am Friday to 12:59pm Sunday. Reservations for these rentals may require a financial guarantee and the location's standard, undiscounted daily rates shall apply. Damage waiver ("DW") and liability protection, if included in the Rate, shall not apply for rentals of exotics, high line and premium selection vehicles (each determined by EAN). Vehicles shall not be driven across the U.S.-Canada or U.S.-Mexico borders without Renting Entity's prior written consent. Rental rates may be available for Eligible Renters in car classes and/or jurisdictions not scheduled under the Agreement when Company's Account Number is used, and such rates shall be as quoted at the time of reservation through the EAN designated booking channel(s) and exclude DW and liability protection unless the rate quote specifies otherwise. In general, DW and liability protection are not included in Rates unless and to the extent set forth in the Agreement, the Rate quote or if the Eligible Renter elects to purchase one or both at the origin of the rental (where available).

Eligible Renters/Rental Contracts. In order to rent, Eligible Renters must meet the normal renter qualifications of the Renting Entity and shall enter into the applicable Rental Contract of the Renting Entity, which will govern the applicable vehicle rental. If no rental contract is executed but an Eligible Renter or Additional Authorized Driver operates a vehicle, such individual and Company shall be deemed to have entered into the Renting Entity's standard rental contract at the time of the rental. Optional Products are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Company may be required to confirm the status of any person claiming to be an Eligible Renter or Additional Authorized Driver and whether the rental was Business Use. If, Company does not confirm rental type or status, any Optional Products will be voided for such rental. Company is responsible for controlling access to/use of Account Number(s) and booking tools. EAN cannot guarantee the type of rental vehicle, and Renting Entity determines the vehicles within each class. Vehicle classes may be restricted by driver's age. A rental day is any 24-hour period or portion thereof. "Eligible Renters" are defined as the following provided that the rental is for Business Use: (1) any employees of a Participant; (2) Consultants and Contractors of a Participant; and (3) students of a Participant who are at least 18 years of age and above. Students of a Participant's institution who are 21 years of age or older and using a rental vehicle for Student Club and Organization Use are also Eligible Renters under this Agreement; provided, however, vehicles rented by Eligible Renters for Student Club and Organization Use will not include Damage Waiver or Liability Protection, as further reflected below under the section entitled, "Driver Protection Products Student Club and Organization Use".

INDIRECT AND CONSEQUENTIAL DAMAGES. EAN, RENTING ENTITY AND COMPANY SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY LOSS OF REVENUE, PROFITS OR GOODWILL OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES RESULTING FROM A BREACH OF THIS AGREEMENT OR ANY SERVICES PROVIDED THEREUNDER.

Schedule 1
Rates and Rate Terms & Conditions

This schedule applies to rentals originating and terminating from the same location operating under the Brands in the United States (including Puerto Rico) and Canada.



UNITED STATES RATES IN USD				
VEHICLE SIPP CODES	VEHICLE CLASS	NATIONAL BRAND DAILY RATES	ENTERPRISE BRAND DAILY RATES	AIRPORT ONE-WAY DAILY RATES
ECAR	Economy	\$38.00	\$38.00	\$72.00
CCAR	Compact	\$38.00	\$38.00	\$72.00
ICAR	Intermediate	\$38.00	\$38.00	\$72.00
SCAR	Standard	\$41.75	\$41.75	\$72.00
FCAR	Full Size	\$42.25	\$42.25	\$72.00
PCAR	Premium	\$59.00	\$59.00	\$59.00
LCAR	Luxury	\$68.00	\$68.00	\$68.00
MVAR	Minivan	\$68.00	\$68.00	\$68.00
CFAR	Compact SUV	\$60.00	\$60.00	\$60.00
IFAR	Intermediate SUV	\$64.50	\$64.50	\$64.50
SFAR	Standard SUV	\$67.00	\$67.00	\$67.00
FFAR	Large SUV	\$100.00	\$100.00	\$100.00
PFAR	Premium SUV	\$110.00	\$110.00	n/a
SPAR	½ ton Standard Truck	\$80.00	\$80.00	n/a
PPAR	½ ton Full Size Truck	\$84.00	\$84.00	n/a
SKAR	Cargo Van	\$82.00	\$82.00	n/a
SCAH	Hybrid Standard	\$56.00	\$56.00	n/a
FCAH	Hybrid Full Size 4 door	\$56.00	\$56.00	n/a
SFAH	Hybrid SUV	\$79.00	\$79.00	n/a
RVAR	12 Passenger Van*	\$134.00	\$134.00	n/a
FVAR	15 Passenger Van*	\$155.00	\$155.00	n/a

UNITED STATES RATES IN USD FOR STUDENT CLUB AND ORGANIZATION USE				
VEHICLE SIPP CODES	VEHICLE CLASS	NATIONAL BRAND DAILY RATES	ENTERPRISE BRAND DAILY RATES	AIRPORT ONE-WAY DAILY RATES
ECAR	Economy	\$43.50	\$43.50	\$77.00
CCAR	Compact	\$43.50	\$43.50	\$77.00
ICAR	Intermediate	\$43.50	\$43.50	\$77.00
SCAR	Standard	\$47.00	\$47.00	\$77.00
FCAR	Full Size	\$48.00	\$48.00	\$77.00
MVAR	Minivan	\$73.00	\$73.00	\$73.00
CFAR	Compact SUV	\$65.00	\$65.00	\$65.00
IFAR	Intermediate SUV	\$70.00	\$70.00	\$70.00
SFAR	Standard SUV	\$74.00	\$74.00	\$74.00
FFAR	Large SUV	\$105.00	\$105.00	\$105.00
PFAR	Premium SUV	\$115.00	\$115.00	n/a
SPAR	½ ton Standard Truck	\$85.00	\$85.00	n/a
PPAR	½ ton Full Size Truck	\$89.00	\$89.00	n/a
SKAR	Cargo Van	\$87.00	\$87.00	n/a
SCAH	Hybrid Standard	\$61.00	\$61.00	n/a
FCAH	Hybrid Full Size 4 door	\$61.00	\$61.00	n/a
SFAH	Hybrid SUV	\$84.00	\$84.00	n/a
RVAR	12 Passenger Van*	\$139.00	\$139.00	n/a
FVAR	15 Passenger Van*	\$160.00	\$160.00	n/a

*With respect to the Business Use rental of 12- and 15-Passenger Van vehicle classes in Connecticut, the District of Columbia, Massachusetts, New York, and Rhode Island, Company will be required to maintain additional third party liability insurance coverage in the amount of \$2,000,000. Company shall deliver a Certificate of Insurance evidencing such coverage upon execution of this Agreement and as reasonably requested by EAN from time to time. Notwithstanding anything to the contrary, in the event of a direct conflict between the terms of this Agreement and the terms and conditions of the rental of such vehicles in the aforementioned states, the terms and conditions of the originating rental location shall govern the rental of such vehicles.

Location Surcharges

For rental transactions originating at locations in the areas set forth below (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Surcharge Amount	National Brand Surcharge Locations
\$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; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton; St. Louis
\$8.00	Manchester; Salt Lake City
\$10.00	HI Airports; MT; ND; PR; TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Charleston, WV; Colorado Springs; Denver; Eagle, CO; Hartford; Huntington; Jackson, WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; Rapid City; 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; Seattle
\$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)
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN); NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island); NY/CT/NJ Metro (including Westchester Home City, Stamford, and Jersey City)

National brand locations located outside of National's top 100 airport locations may impose a surcharge of up to \$6 per day in addition to the Rates and other applicable surcharges. The National brand locations listed in the top 100 airport locations are determined by the previous year's Passenger Boarding and All Cargo Data Report published by the Federal Aviation Administration.

Surcharge Amount	Enterprise Brand Surcharges (Airports Only)
\$3.00	Richmond
\$5.00	IL (excluding Chicago); SC (excluding Myrtle Beach); TN (excluding Nashville); WI; Augusta; Charlotte; Cincinnati; Cleveland; Harrisburg; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton; St. Louis
\$8.00	Manchester; Salt Lake City
\$10.00	HI Airports; TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Colorado Springs; Denver; Hartford; Jackson, WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports
\$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 Airport
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN)

Surcharge Amount	Enterprise Brand Surcharges (Airport, except those noted above, and Home City Locations)
\$5.00	Islip (Home City); NY (unless otherwise indicated)
\$10.00	MT; ND (unless otherwise indicated); NE (excluding Omaha and Lincoln); PR; SD (excluding Sioux Falls); WV; WY (excluding Cheyenne, Laramie, and Jackson); Bemidji and Moorhead, 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; Seattle
\$15.00	AK; HI (Home-City); Boston Home City; Chicago Home City; Tahoe; Williston
\$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)

CANADA IN CAD			
ALL NATIONAL AND ENTERPRISE LOCATIONS			
VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	AIRPORT ONE-WAY DAILY RATES
ECAR	Economy	\$47.00	\$79.00
CCAR	Compact	\$47.00	\$79.00
ICAR	Intermediate	\$47.00	\$79.00
SCAR	Standard	\$49.00	\$79.00
FCAR	Full Size	\$51.00	\$79.00

NATIONAL CORPORATE LOCATIONS ONLY AND ALL ENTERPRISE LOCATIONS			
VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	AIRPORT ONE-WAY DAILY RATES
PCAR	Premium	\$65.00	\$65.00
MVAR	Mini-Van	\$92.00	\$92.00
IFAR	Intermediate SUV	\$83.00	\$83.00
SFAR	Standard SUV	\$92.00	\$92.00
FFAR	Large SUV	\$120.00	\$120.00
PPAR	½ ton Pick Up Truck	\$80.00	n/a
SKAR	Cargo Van	\$90.00	n/a

Location Surcharges

For rental transactions originating at locations in the following areas (as determined by EAN in its sole discretion), an additional surcharge will be assessed as provided for each day:

Surcharge Amount	National Brand Surcharge Locations**
\$3.00	Halifax; Montreal; Saskatoon; Winnipeg
\$5.00	Calgary; Charlottetown; Deer Lake; Edmonton; Fort McMurray; Fredericton; Gander; Moncton; Mont-Joli; Saint John; Sept-Iles; St. John's; Sydney
\$10.00	Toronto; Vancouver
\$12.00	Baie-Comeau; Cranbrook; Gaspé; Thompson; Wabush
\$20.00	Happy Valley/Goose Bay

Surcharge Amount	Enterprise Brand Surcharge Locations**
\$3.00	Brandon; Dryden; Fort Francis; Halifax; Kenora; Moosejaw; Prince Albert; Saskatoon; Swift Current; Winnipeg
\$5.00	Charlottetown; Deer Lake; Fredericton; Gander; Moncton; Mont-Joli; Province of Alberta (unless otherwise indicated); Saint John; Sept-Iles; St. John's; Sydney
\$10.00	Toronto Airports and Surrounding Areas; Vancouver
\$12.00	Baie-Comeau; Bonnyville; Cold Lake; Cranbrook; Fort McMurray; Fort St. John; Gaspé; Lloydminster; Peace River; Sioux Lookout; Thompson; Wabush

**Surcharges for Airport and/or Home-City Locations Only where applicable.

Rate Terms and Conditions:

Emerald Club Rates: For Emerald Club members using the Emerald Aisle in the United States or Canada, the Rate charged shall be the intermediate car (ICAR) rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non-Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented.

Weekly and Monthly Rates: For rentals by the same Eligible Renter, weekly rates are six (6) times the Daily Rate for the Vehicle Class rented, and the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

Mileage/Kilometers: In the United States, except for one-way rentals as may be set forth herein, Rates include free miles up to 3,500 miles per rental for all vehicle classes except pickup trucks, cargo vans 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 \$0.25 per mile.

In Canada, except for one-way rentals as may be set forth herein, and with the exception of rentals from Franchisee locations, which may have different kilometer charges or other restrictions, Rates include free kilometers up to 3,500 kilometers per rental for all vehicle classes except pickup trucks, cargo vans and 12- and 15-passenger vans, each of which include 200 free kilometers per day, 1,000 free kilometers per week, and 4,000 free kilometers per month, as applicable. Any additional kilometers will incur an additional charge of \$0.25 per kilometer.

One-Way Rentals: In the United States and Puerto Rico, one-way rentals are available at all National brand locations and Enterprise airports. One-way rentals must be reserved as such in advance of the rental or Company must arrange such one-way rentals with the applicable Affiliate during the rental period. Rates for National brand rentals originating and terminating in different rental zones, as determined by the applicable Affiliate in its sole discretion, which may be changed from time to time, are set forth above as One-Way Daily Rates. 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. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Company will incur an additional surcharge.

In Canada, one-way rentals, available at participating National Brand locations and Enterprise Brand Corporately Owned Airport Locations, must be reserved as such in advance of the rental or must be arranged with the applicable Affiliate or licensee during the rental period. At participating airport locations, One-Way Daily Rates include unlimited kilometers, except for Premium through Large SUV vehicle classes, for which the kilometer charge shall be \$0.40 per kilometer. At non-participating rental locations, all authorized or pre-arranged one-way rentals will be charged the Daily Rate with a kilometer charge that will be applied to all kilometers driven during the term of the rental from the date the rental originates. In limited circumstances a drop charge may also apply for any one-way rental, and if reserved in advance, the fee for the drop charge will be provided at that time. In the event, the rental is terminated at a different location from the originating location and such one-way was not authorized or pre-arranged as set forth in this paragraph, Company will incur an additional surcharge.

Vehicle Classes: This Agreement shall apply to all rentals hereunder; provided, however, that DW and third party liability, 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 Renting Entity in its sole discretion; and provided, further, that any third party liability insurance prescribed by the applicable Canadian province shall apply. For vehicle classes not listed herein, all National brand locations will apply up to a 15% discount off of the then-current rates the Renting Entity charges its business customers, which rate varies from time to time, differs by Renting Entity location, and is provided at the time the reservation is made, and rates for all Enterprise brand locations will be determined by the applicable Renting Entity in its sole determination.

Surcharge: In Canada, a \$5.00 surcharge will be added to the Rate when the rental commences at a National or Enterprise brand location on a Monday, Tuesday, Wednesday, or Thursday and is returned within twenty-five (25) hours or less.

Direct Billing: If EAN and Company have agreed to a direct billing arrangement, Company will ensure the direct billing code provided by EAN is only accessible by Eligible Renters and is not available to or accessible by the general public. In the event EAN identifies irregular or suspicious rental activity, Company shall cooperate with EAN to investigate such activity. If EAN determines in its sole and absolute discretion that such activity is attributable to non-Eligible Renters, then EAN shall have the right (but not any obligation) to take such actions as may be necessary or appropriate to control the activity, including but not limited to suspending this Agreement, and/or cancelling and re-issuing Account Numbers and other direct billing code(s). Except to the extent of fault on the part of EAN, Company shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Eligible Renter (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, vehicle damage and loss, and reimbursement for third party demands, claims and losses, including attorneys' fees) and shall promptly pay EAN all such amounts upon demand.

Enterprise Truck Rental

The below Enterprise Truck Rental rates, terms and conditions, together with the other terms and conditions of the Agreement, shall apply to rentals at Enterprise Truck Rental brand locations in the jurisdiction(s) noted below.



RATES (UNITED STATES AND PUERTO RICO) IN USD

	SIPP CODE	VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES	MILEAGE CHARGES	DAILY MILEAGE INCLUDED	WEEKLY MILEAGE INCLUDED	MONTHLY MILEAGE INCLUDED
	DBOX	16' Box	\$97.50	\$522.50	\$2,258.00	\$0.16	0	0	0
	EBOX	20' Box	\$97.50	\$522.50	\$2,258.00	\$0.16	0	0	0
	FBOX	24' Box	\$107.50	\$572.50	\$2,475.00	\$0.16	0	0	0
	GBOX	26' Box	\$107.50	\$572.50	\$2,475.00	\$0.16	0	0	0
LIGHT DUTY	OPAR	¾ ton P/up 2wd	\$88.50	\$469.50	\$2,030.00	\$0.22	150	750	3,000
	OQAR	¾ ton P/up 4wd	\$88.50	\$469.50	\$2,030.00	\$0.22	150	750	3,000
	OQBD	¾ ton Diesel P/up 4wd	\$93.50	\$494.50	\$2,138.00	\$0.22	150	750	3,000
	UPAR	1 ton P/up 2wd	\$98.50	\$519.50	\$2,247.00	\$0.22	150	750	3,000
	UQAR	1 ton P/up 4wd	\$98.50	\$519.50	\$2,247.00	\$0.22	150	750	3,000
	UQBD	1 ton Diesel P/up 4wd	\$103.50	\$544.50	\$2,355.00	\$0.22	150	750	3,000
	BCUT	12' Cutaway	\$91.50	\$492.50	\$2,128.00	\$0.16	0	0	0
	DCUG	15' Cutaway with Gate	\$102.50	\$547.50	\$2,367.00	\$0.16	0	0	0
	DCUT	14-15' Cutaway	\$96.50	\$517.50	\$2,237.00	\$0.16	0	0	0
	BSTK	12'-14' Stakebed	\$102.50	\$547.50	\$2,367.00	\$0.16	0	0	0
	CSTK	Stake Class 4/5 Conv	\$102.50	\$547.50	\$2,367.00	\$0.16	0	0	0
	DSTK	15-16' Stakebed	\$102.50	\$547.50	\$2,367.00	\$0.16	0	0	0
	FSTK	24' Stakebed	\$112.50	\$597.50	\$2,583.00	\$0.16	0	0	0
	GSTK	26' Stakebed	\$112.50	\$597.50	\$2,583.00	\$0.16	0	0	0
LIGHT DUTY	SKAR	Cargo Van	\$75.50	\$466.50	\$1,893.00	\$0.22	150	750	3,000
	RKAR	HD Cargo Van	\$77.50	\$478.50	\$1,941.00	\$0.22	150	750	3,000
	GKAR	HD XL Cargo Van	\$79.50	\$490.50	\$1,989.00	\$0.22	150	750	3,000
	UKAR	High-top Cargo	\$83.50	\$514.50	\$2,085.00	\$0.22	150	750	3,000
	JKAR	Mini Cargo Van	\$71.50	\$442.50	\$1,797.00	\$0.22	150	750	3,000
	SPAR	½ ton P/up Standard	\$77.50	\$478.50	\$1,941.00	\$0.22	150	750	3,000
	PPAR	½ ton P/up Full Size	\$77.50	\$478.50	\$1,941.00	\$0.22	150	750	3,000

Surcharge Amount	Locations
\$2.50	AZ; KS; KY; MD; MA; MO; NV; NC; OK; OR; PA; RI; SC; VA; WA; WV; Austin; Dallas; Hartford; Jacksonville; Orlando; San Francisco; Southern Texas
\$6.50	LA; DC; Atlanta; Chicago; Houston; Philadelphia; South Florida; Southern California; Tampa
\$12.50	PR
\$14.50	San Francisco Central Coast; San Francisco North and East Bay
\$18.50	San Francisco South Bay
\$20.50	AK; HI; NY (unless otherwise indicated); NY/CT/NJ Metro including Westchester, Islip, Stamford & Jersey City
\$22.50	San Francisco including Peninsula (unless otherwise indicated)
\$24.50	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens & Staten Island)

Rate Terms and Conditions applicable to Truck rentals (all jurisdictions):

Mileage/Kilometers: Rates include free miles/kilometers only as set forth above. Any additional miles/kilometers will be charged at the rate set forth above.

Operation, Inspection and Maintenance: Company is required to perform a daily inspection of each vehicle rented hereunder, including (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 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. Company agrees that tire failure due to incorrect pressure or damage caused by the Additional Authorized Driver(s) of the vehicle will be the responsibility of Company. Company will not operate or permit the operation of any vehicle if there is any concern regarding the safe operation of such vehicle or maintenance issues.

Company agrees to make each vehicle rented hereunder available for the purposes of inspection and/or maintenance of such vehicle once every thirty (30) days or earlier if maintenance is required upon not less than three (3) business days' prior notice from EAN. In the event Company does not make the vehicle available pursuant to the foregoing provision, Company shall be responsible for the costs of all such maintenance as well as any related damage arising from Company's delay in making the vehicle available. In the event access to a vehicle is needed prior to the three (3) day notification period, such as for manufacturer recalls, Company shall make the applicable vehicle available to EAN immediately.

Company agrees to provide EAN with mileage updates on each vehicle rented hereunder at a minimum every thirty (30) days and periodically when EAN requests mileage updates verbally or in writing.

Company shall meet all applicable weight class requirements for the vehicles and shall cease operation of a vehicle if (a) difficulties are encountered with the operation or performance with the vehicle; or (b) EAN notifies Company that the vehicle is the subject of a manufacturer recall or is otherwise due for service. If a vehicle rented hereunder is not safely drivable, Company shall have the vehicle towed to a location designated by EAN. Company agrees to immediately notify EAN of any and all breakdowns and/or maintenance needs relating to any vehicles rented hereunder. Failure to provide such notification may result in repair costs that will be the responsibility of Company.

In the event a vehicle'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 vehicle 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 vehicle may not be driven, and Company must have it towed to a repair shop designated by EAN.

Company agrees to avoid excessive use of the liftgate while the vehicle is not running and to avoid leaving the dome or box light illuminated for extended periods. If a vehicle's battery dies or needs to be replaced due to any of the foregoing conditions, the repair expense and any related charges shall be the responsibility of Company.

Renter Qualifications: In addition to the other rental qualifications in the Agreement and any Rental Contract, Eligible Renters must be 25 or older in order to rent any vehicles not considered "Light Duty" by EAN.

Protection Products and Additional Terms

DRIVER PROTECTION PRODUCTS:

Damage Waiver (DW): For National and Enterprise brand rentals to Eligible Renters in the United States and Puerto Rico for Business Use only, Rates include full DW (may be described as LDW or CDW in the applicable Rental Contract), with no retained responsibility, upon the terms and subject to the limitations set forth in the applicable Rental Contract. Company will advise Eligible Renters that DW applies to their Business Use rentals only. Company will verify that a rental was a Business Use rental in the event of an accident or in the event the vehicle suffers loss or damage. If the Company cannot provide such verification, the applicable Renting Entity is not obligated to provide DW and may void DW.

For National and Enterprise brand rentals in Canada, Company (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) covering all vehicles rented for Business Use pursuant to this Agreement. Company agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees and their respective interests may appear. An original certificate evidencing such coverage shall be furnished to EAN as reasonably requested from time to time. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, and (ii) that no act or default of Company or any other person shall affect the right of EAN or any Affiliate or Franchisee to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle.

Liability Protection: For National and Enterprise brand rentals in the U.S. and Puerto Rico to Eligible Renters for Business Use only, Rates include Liability Protection 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, upon the terms and subject to the limitations set forth in the Rental Contract 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. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms are subject to change without prior notice to Company. Company will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Company will verify that a rental was a Business Use rental in the event they are involved in an accident. If Company cannot provide such verification, the applicable Renting Entity is not obligated to provide Liability Protection and may void Liability Protection. For personal rentals on all rates and discounts, the limits of liability described in the paragraph above do not apply. In these instances, Liability Protection for third party claims, if applicable, will be as specified in the applicable Rental Contract. For rentals in Canada, each applicable Renting Entity has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory, or other jurisdiction. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance.

For rentals originating and terminating in the United States and Puerto Rico, the company shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) and Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all vehicles rented for Business Use pursuant to this Agreement; provided, however, such coverage shall only apply to the extent the DW or liability protection products included within the paragraphs entitled "Damage Waiver (DW)" and "Liability Protection" are not applicable. Company agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees under the Physical Damage Insurance and as additional insureds under the liability insurance, as their respective interests may appear.

DRIVER PROTECTION PRODUCTS FOR STUDENT CLUB AND ORGANIZATION USE:

Damage Waiver (DW): Not included in Rates

Liability Protection: Not included in Rates

For rentals originating and terminating in the United States and Puerto Rico, the company shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) and Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all vehicles rented for Business Use pursuant to this Agreement; provided that such coverage shall only apply to the extent any DW or liability protection is not applicable. Company agrees that each required policy of insurance will by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees under the Physical Damage Insurance and as additional insureds under the liability insurance, as their respective interests may appear.

For rentals originating and terminating in Canada, each applicable Affiliate has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory, or other jurisdiction. To the extent required by law, the insurance may also provide for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Company (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection/Accident Benefits where required by law) covering all vehicles rented for Business Use pursuant to this Agreement, with limits of at least \$1,000,000 combined single limit. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance. See terms and conditions of applicable Rental Contract.

DRIVER PROTECTION PRODUCTS FOR COMMERCIAL TRUCK:

Damage Waiver (DW): For rentals in the U.S. and Puerto Rico to Eligible Renters for Business Use only who are 21 years old or older only, Base Rental Charges include DW (with \$0 Company retained responsibility per incident/vehicle for light duty pickup trucks and cargo vans / \$1,000 retained responsibility per incident/vehicle for medium duty box trucks, stake bed, and cutaways) for all other trucks, upon the terms and subject to the limitations set forth in the renting location's then standard form of Rental Contract.

Liability Protection: For rentals in the U.S. and Puerto Rico to Eligible Renters for Business Use only who are 21 years old or older only, Base Rental Charges include Liability Protection 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 in the applicable renting location's then standard form of Rental Contract 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 vehicle. A Certificate of Insurance naming Company as an Additional Insured will be issued upon request. Insurer and policy terms subject to change without prior notice to Company.

Additional Terms:

Bulk Rental Transactions: Requests for multiple or bulk rentals will be considered by EAN on a case-by-case basis and may be subject to cancellations, additional fees and/or surcharges. Your account representative must be contacted in advance of these bookings.

Waive Youthful Driver Surcharge: EAN agrees to waive the youthful driver surcharge for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business Use pursuant to this Agreement.

Waive Additional Driver Surcharge: EAN agrees to waive the additional driver surcharge for Eligible Renters renting for Business Use pursuant to this Agreement.

National Best Rate Search: For reservations for National brand Business Use rentals by Eligible Renters under this Agreement in the United States, Puerto Rico, and Canada made using Company's Account Number(s), EAN will compare the Rate to the applicable Publicly Available Retail Rate available at such time for the applicable vehicle for at such National brand locations in the booking system in which Company is booking the reservation, which meet the requirements for the particular rental, and assign the Publicly Available Retail Rate to the confirmed reservation, if lower. In such event, all terms and conditions of this Agreement will still apply to the rental. Publicly Available "Retail Rates" shall mean retail rates available to the general public and shall exclude without limitation promotional rates, specials, promotions, corporate and government rates, membership rates, replacement rates, and all other contracted and other rates booked with an account number.

International Rates: The rates, terms and conditions below apply at Enterprise Rent-A-Car and National Car Rental branded locations in countries not otherwise specifically scheduled under this Agreement or where a Participant's Letter of Intent does not reflect a different rate plan. Where a country has a specific Rate Schedule or the Participant's Letter of Intent includes a different rate plan, the rates, terms and conditions set forth in such Schedule or Letter of Intent shall govern, respectively, in lieu of the below.

1. BPRI Rates

- 1.1. Company qualifies for inclusive business partner rates (as more specifically described herein, "BPRI Rates") for rentals by Eligible Renters from Enterprise Rent-A-Car and National Car Rental branded locations in countries not specifically scheduled under this Agreement
- 1.2. BPRI Rates apply when reserved through any standard reservation channel using Company's assigned BPRI Account Number, provided BPRI rates are quoted at the time of reservation
- 1.3. BPRI Rates include Damage Waiver (or a comparable product) where offered by the Renting Entity, and an excess or deductible shall apply.
- 1.4. BPRI Rates are subject to the terms and conditions of rental at the Renting Entity location.
- 1.5. In all cases the Renting Entity maintains the requisite minimum automobile insurance coverage as determined by the applicable laws of each country of rental, provided that in certain jurisdictions Company may be required to carry certain third party liability insurance. Priority and applicability of coverage is regulated by the controlling jurisdictional law.
- 1.6. *For rentals in the UK, if the vehicle rental is intended to exceed 90 days, the Eligible Renter shall execute the Rental Contract in the name and on behalf of Company. If at Company's request, the Renting Entity delivers a vehicle to Company, but neither Company nor the Eligible Renter executes the rental contract, Company is deemed to have entered into the Renting Entity's standard rental agreement valid at the time of the rental, which for purposes of this Agreement is deemed the Rental Contract.*

Electric Vehicles: Company and EAN may collaborate to establish pricing for Electric Vehicles (EVs) based on locality. Company reserves the right to negotiate EV pricing in the future based on Company's usage. In the event Company and EAN agree on pricing and other applicable terms for EVs, those changes shall be memorialized via a written amendment to the Company's Letter of Intent; provided, however, all changes are subject to any approvals required by the Agreement and/or Consortium.

Young Driver Authorization

This applies to rentals at EAN and Affiliate locations in the U.S., Puerto Rico, and Canada

Standard driver and credit rental qualifications apply. Subject to the rental of any commercial truck vehicle listed on the "Enterprise Truck Rental" schedule herein, as amended from time to time, where the driver protection products are limited to Eligible Renters who are 21 years old or older, EAN agrees to provide car rental services to Company's Eligible Renters who are at least eighteen (18) years of age and are renting vehicles for Business Use only, provided that the following terms are complied with:

- A. EAN will assess an additional \$15.00/day charge when Company's Eligible Renter or Authorized Driver is between the ages of eighteen (18) and twenty-one (21) inclusive, provided that the rate selected at the time of rental is a rate or discount specified in this Agreement; and
- B. Eligible Renters and Additional Authorized Drivers must be approved by the Company prior to renting or driving any vehicle.

Restricted to Economy, Compact, Midsize/Intermediate, Standard, and Full size, Minivan, Compact SUV, Intermediate SUV, and Standard SUV vehicles.