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Attachment A
Pricing/Discount Schedule

Program Pricing and Sample SOW

ATTACHMENT D - Statement of Work – Vehicle Rental Services 20
Schedule 1 to Attachment D (Statement of Work - Car Rental Services) 24
Schedule 2 to Attachment D (Statement of Work - Car Rental Services) 30
Schedule 3 to Attachment D (Statement of Work - Car Rental Services) 36
Schedule 4 to Attachment D (Statement of Work - Car Rental Services) 42
Schedule 5 to Attachment D (Statement of Work - Car Rental Services) 44
ATTACHMENT E - Statement of Work – Commercial Truck Rental Services 45
Schedule 1 to Attachment E (Statement of Work – Commercial Truck Rental Services) 45
Schedule 2 to Attachment E (Statement of Work – Commercial Truck Rental Services) 47
Schedule 3 to Attachment E (Statement of Work – Commercial Truck Rental Services) 50
Schedule 4 to Attachment E (Statement of Work – Commercial Truck Rental Services) 53
ATTACHMENT F – Statement of Work – Leisure Program 56
ATTACHMENT G - Young Driver Authorization 59
ATTACHMENT H - Signature on File 60
ATTACHMENT I - Participant Agreement 61
ATTACHMENT J - Statement of Work – Zimride Ridesharing System 63
Exhibit A to Attachment J - Zimride Service Agreement 65
Schedule A to Zimride Service Agreement 66
ATTACHMENT K - Statement of Work – Enterprise Car Sales 70
ATTACHMENT L - Statement of Work – Commute with Enterprise 72
Exhibit A to Attachment L - Vanpool Services Agreement 73
ATTACHMENT M - Statement of Work – Enterprise CarShare 76
EXHIBIT A - Enterprise CarShare® Authorized Users 80
EXHIBIT B - Enterprise CarShare® Location(s) 81
EXHIBIT C - Enterprise CarShare® Program and Fees 82
ATTACHMENT N - Statement of Work - Participant Customization Form (PCF) 83
Option 1 83
Option 2 90
Option 3 97

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

January 1, 2020

ATTACHMENT D - Statement of Work – Vehicle Rental Services

1. **THE PROGRAM**. GPO operates as a group purchasing organization. EAN shall make vehicles available for rental (the "**Program**") to those members of GPO's group purchasing organization who execute an agreement ("**Participation Agreement**"), (each a "**Participating Member**" and collectively "**Participating Members**"), and such Participating Member's employees, their respective spouses and children living at home, retirees, and such Participating Member's consultants, contractors and job applicants ("Eligible Renters") with EAN agreeing to the terms and conditions of the Program. EAN agrees to charge Participating Members base rental rates **("Rates")** and local surcharges **("Location Surcharges"),** which differ by brand and location as set forth in Schedules 1, 2, 3, 4, 5, 6, 7 & 8 of this Agreement**.** Participating Members shall provide EAN with all information reasonably required by EAN to facilitate initial setup of the account.

2. **EAN AFFILIATES**. GPO understands that EAN intends to, and shall have the right to, delegate the performance of certain of its obligations and duties under this Agreement (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of EAN (each, an "Affiliate" and collectively, the "Affiliates") and to make available to Customer a network of independently owned franchisees and licensees (collectively "Franchisees") operating Enterprise Rent-A-Car and National Car Rental brand vehicle rental locations from which Customer may rent vehicles at the Rates provided herein in locations where EAN itself does not operate. This Agreement does not bind Franchisees, but each Franchisee will honor the applicable Rates (as well as Damage Waiver and Liability Protection to the extent included in the Rate) as set forth in this Agreement and the applicable Schedule(s) for the Franchisee's jurisdiction of operation.

3. **SCOPE**. This Agreement shall only apply to and cover vehicle rentals to Eligible Renters from a car rental facility operated by an Affiliate which is located in the jurisdictions set forth in the Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 attached hereto and incorporated herein and which are operated under the brand name as set forth on each application Schedule. The particular brand (Enterprise and/or National) will be specified on each applicable Schedule and/or on the Rate Sheet for each applicable country.

4. **RENTAL PROGRAM**. EAN agrees to make rental vehicles available to Eligible Renters for business use rentals at the Rates provided herein on Schedules attached hereto and incorporated herein, and at a discount off the rental location's standard retail rates at locations where no Schedules are attached, when the Eligible Renter makes an advance reservation, subject to availability. "Business Use" rentals shall be defined as rentals which are paid, in whole or in part, by a Participating Member or for which the Eligible Renter is reimbursed, in whole or in part, by Participating Member. EAN agrees to make rental vehicles available to Eligible Renters for "Leisure Use" as defined in Attachment F Statement of Work Leisure Rentals. Leisure rentals shall be defined as rentals which are paid by the employee or family member of Participating Member and rented for purposes other than Business Use. The Rates to be offered to Eligible Renters for Leisure Use rentals are set forth in Attachment F. Those Leisure Use Rates shall be a percentage discount off the applicable rental locations then-current retail rates and do not include Damage Waiver or Liability Protection. Eligible Renters must use the Account Number(s) assigned by EAN to the Participating Member, (the "**CD#**" for Enterprise and National brand Business Use Rentals, and **CD#** for Enterprise and National Brand Leisure Use rentals), when making the reservation for the rental. All rentals under this Agreement shall be made through a booking channel or channels approved by EAN or its designee in writing. Under no circumstances shall EAN, its Affiliates or Franchisees be responsible for paying any fees or charges to Participating Member or any other third party in order to connect to such approved booking tool or for any booking channel to be used by Participating Member. In the event an Eligible Renter does not use the applicable CD#, the terms and conditions of this Agreement shall not apply to such rental. Reservations for certain specialty car classes may require a financial guarantee.

5. **RENTAL CONTRACTS.** For each vehicle rented hereunder, the Eligible Renter must execute the then-standard rental agreement of the applicable Affiliate at the rental facility at which the vehicle rental occurs (or, for National brand rentals only, the National Emerald Club Agreement) (each, regardless of brand, a "**Rental Contract**"), incorporated herein by reference. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement.

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6. **BEST RATE.** For National brand rentals in the United States and Puerto Rico at the time of reservation when Participating Member reserves using its CD#, EAN will compare the Rate to its Affiliates' publicly available retail rates available for National brand locations in the booking system in which Participating Member is booking the reservation, which meet the requirements for the particular rental, and assign the retail rate to the confirmed reservation, if lower. In such event, all terms and conditions of this Agreement will apply. The comparison will not be conducted against promotional rates or rates available to other corporate customers or members of programs with whom EAN or its Affiliates have contracted.
7. **REPORTING**. EAN shall provide accurate and timely standard reporting to requesting Participating Member within fifteen (15) business days of written request (including via e-mail). The requested reports shall be in a type and format mutually agreed to by the parties.

8. **ELIGIBLE RENTERS.** In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, he/she must meet the qualifications set forth on the Schedules 1, 2, and 3 in the jurisdiction in which the specific vehicle rental originates. Participating Members may be required to verify the status of any person claiming to be an Eligible Renter or Additional Authorized Driver, as defined herein, in the event that person has or causes an accident during Business Use. If Participating Member does not verify the status of the person in question, the applicable Affiliate or Franchisee will not provide any of the Driver Protection Products afforded to Eligible Renters or Additional Authorized Drivers hereunder to that person unless required by applicable law. Unless applicable law requires otherwise, the Vehicle may NOT be driven by anyone except any Additional Authorized Driver or the Eligible Renter. An "Additional Authorized Driver" is an individual who (i) is a capable and validly licensed driver, (ii) is at least 21 years of age unless the Participating Member has executed the Youthful Driver Supplement and provided evidence of the insurance coverage required in connection therewith (a young renter fee may apply for drivers under age 25), (iii) has the Eligible Renter's prior permission to drive the Vehicle, and (iv) is either an immediate family member, employer, or fellow employee of the Eligible Renter who drives the rental vehicle. Participating Members will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.

9. **PARTICIPATING MEMBER OBLIGATION AND PCF**. In order to receive the benefits of this Agreement, Members may not purchase car rental services from EAN under any other group purchasing organization and shall execute a PCF in form and substance as agreed to by the parties from time to time. Any terms and conditions that are unique to any particular Participating Member, shall be as set forth in the Participation Agreement, to be agreed to by EAN and the applicable Participating Member. The obligations of Participating Members under or in respect of this Agreement are several and not joint and several. Each Participating Member shall only be responsible for the rental transactions it enters into with EAN under this Agreement and for its own acts and omissions. None of such parties shall have any responsibility for or with respect to (i) any rental transactions entered into by any other party under this Agreement or (ii) any acts or omissions of any other party. Payment for purchases made by Eligible Renters under this Agreement shall be the sole responsibility of the respective Participating Member. EAN agrees that GPO shall have no responsibility and no obligation for payments owed by any Participating Member or its Eligible Renters or for any other obligations of Participating Members or the Eligible Renters of Participating Members under this Agreement. Each Participating Member, by accepting the benefits provided to it under this Agreement, has agreed to be responsible for the payment obligations of its Eligible Renters and for all other obligations and liabilities hereunder and under Rental Contracts.

10. **CONFIDENTIALITY.** The parties agree that certain information disclosed by each party to the other may be confidential, and each party agrees to refrain from disclosing such information to (i) third parties or (ii) individuals within their own organization who do not have a strict need to know. Information shall not qualify as confidential unless it is disclosed in writing and labeled as confidential or proprietary. Information disclosed orally must be confirmed as confidential or proprietary in writing within 30 days of disclosure to qualify for the protection set forth in this Section. Notwithstanding, the nondisclosure obligations shall not apply to information that: (i) is or becomes publicly known, (ii) is independently developed by the receiving party or received from a third party whom the receiving party reasonably believes has a right to disclose the information, (iii) is already in the possession of the receiving party at the time of the disclosure, or (iv) is disclosed pursuant to any final and non-appealable order of a court. Notwithstanding anything to the contrary, the terms and conditions of this Agreement, including but not limited to pricing information and customer lists provided by EAN to GPO, shall be considered confidential and proprietary information of each party.

11. **INDEPENDENT CONTRACTOR.** Each Party to this Agreement is an independent contractor. No party is an agent, representative or employee of the other party. No party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or otherwise bind another party. This Agreement will not be interpreted or

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construed to create an association, agency, joint venture or partnership between any parties or impose any liability attributable to such a relationship by any party. No party will make any statement, whether verbal or written or on such party's website or otherwise, that would contradict anything in this Section.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS (BUT EXCLUDING LOSS OF USE AND DIMINISHMENT OF VALUE DAMAGES AND ADMINISTRATIVE FEES RELATING THERETO, AS SET FORTH IN THE RENTAL CONTRACT, THE RIGHT TO WHICH EAN EXPRESSLY RESERVES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **MISCELLANEOUS TERMS**

a. AMBIGUITIES. The Parties acknowledge that this Agreement was entered into in the context of free and understanding negotiations, is not adhesive and is the product of individual bargaining among parties enjoying equal bargaining strength in a competitive market. In the event that a court is called upon to interpret any ambiguous provision in this Agreement, Parties agree that the ambiguity shall not be construed against any Party simply because such Party may have drafted such provision.

b. CONSTRUCTION. All paragraph headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of agreement or as a limitation of the scope of the particular section to which they refer.

c. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

d. SEVERABILITY. If any section, subsection, paragraph or portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement and further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

e. AMENDMENT & WAIVER. No amendment to any provision of this Agreement shall be effective unless in writing and signed by EAN and GPO. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision.

f. INDEMNIFICATION. Each Party (the "**Indemnifying Party**") will defend, indemnify and hold harmless each other Party and all of its officers, directors, employees, agents, successors and assigns (the "**Indemnified Party**") from and against any and all claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to (a) the Indemnifying Party's breach of one of its representations, obligations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party; and, with respect to Participants, (e) the use or operation of any rental vehicle by the indemnifying party or any Eligible Renter, Additional Authorized Driver or any other person in connection with a Business Use rental. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld.

g. DATA SECURITY AND PRIVACY. EAN represents and warrants that it has implemented industry standard security measures intended to guard against unauthorized access to computer hardware and other equipment and/or software

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possessed and used by EAN to provide the products and services under this Agreement so that GPO and Member data will be maintained accurately and safeguarded. EAN further asserts that it complies with applicable industry security standards for information security management or similar standards, as applicable to the level of risk and types of data shared. Additionally, EAN will maintain its compliance certification under the current governing PCI standards.

14. **Refueling.** At all Enterprise brand home city locations each rental vehicle is provided with a minimum of a quarter tank of gas. Eligible Renters shall be responsible for returning the rental vehicle with the same amount of fuel as when the Eligible Renter received the rental vehicle as indicated on the Rental Contract. There are no refunds for vehicles returned with more fuel than was provided at the origination of the rental. At National brand locations and Enterprise brand airport locations in the United States, Puerto Rico and Canada, each rental vehicle is provided with a full tank of gas at the origination of the rental and Eligible Renters shall be responsible for returning the rental vehicle with a full tank of gas at the termination of the rental, unless the Fuel Service Option (FSO) is selected at time of origination. If the vehicle is not returned full and FSO is not selected at time of origination, the Customer shall pay EAN the cost to return the vehicle to full. In such event, the rate charged by EAN shall not exceed the self-service rate (or the full service rate in New Jersey or Oregon) based on the price of fuel in the trade area in which the vehicle is rented at the time the vehicle is rented plus 50% per gallon in the United States and Puerto Rico and 125% per litre in Canada. Refueling charges are in addition to any other charges for the rental. Additional applicable taxes and surcharges may apply to the refueling charge. EAN reserves the right to change its policy at any time without notice

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January 1, 2020

Schedule 1 to Attachment D (Statement of Work - Car Rental Services)

PROGRAM A: DW & $1M CSL

This schedule applies to rentals at locations of the Affiliates and Franchisees in the United States and Puerto Rico

Rates for rental transactions originating and terminating at a National brand location, except as provided for herein, are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES
ECAR	Economy	$33.00	$83.00
CCAR	Compact	$33.00	$83.00
ICAR	Intermediate	$34.75	$83.00
SCAR	Standard	$37.50	$83.00
FCAR	Full Size	$37.50	$83.00
MVAR/SVAR	Minivan	$65.00	$65.00
IFAR	Intermediate SUV	$62.00	$62.00
SFAR	Standard SUV	$62.00	$62.00
FFAR	Large SUV	$86.00	$86.00
PFAR	Premium SUV	$86.00	n/a
SPAR	½ ton Standard Size Truck	$70.00	n/a
PPAR	½ ton Full Size Truck	$75.00	n/a
FGAR/FJAR	Jeep/Crossover	$65.00	n/a
SCAH	Hybrid Standard	$49.00	n/a
FCAH	Hybrid Full Size 4 door	$49.00	n/a
STAR	Convertible	$82.00	n/a
RVAR	12 Passenger Van*	$122.00	n/a
FVAR	15 Passenger Van*	$140.00	n/a

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Location Surcharges

For rental transactions originating at National brand 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/day	Richmond, VA
$5/day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
$6/day	Wisconsin (Appleton Airport, Green Bay Airport)
$7/day	Albany (ALB), Westchester (HPN), Stewart (SWF), Islip (ISP), Burlington (BTV) Airports
$10/day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas
$12/day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC
$15/day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR)
$23/day	LaGuardia (LGA), Kennedy (JFK)

(Appleton Airport (ATW); Green Bay Airport (GRB)) - may be seasonal and fluctuate in rate

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.

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January 1, 2020

Rates for rental transactions originating and terminating at an Enterprise brand location, except as provided for herein, are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES
ECAR	Economy	$33.00	$83.00
CCAR	Compact	$33.00	$83.00
ICAR	Intermediate	$34.75	$83.00
SCAR	Standard	$37.50	$83.00
FCAR	Full Size	$37.50	$83.00
MVAR/SVAR	Minivan	$65.00	$65.00
IFAR	Intermediate SUV	$62.00	$62.00
SFAR	Standard SUV	$62.00	$62.00
FFAR	Large SUV	$86.00	$86.00
PFAR	Premium SUV	$86.00	n/a
SPAR	½ ton Standard Size Truck	$70.00	n/a
PPAR	½ ton Full Size Truck	$75.00	n/a
FGAR/FJAR	Jeep/Crossover	$65.00	n/a
SCAH	Hybrid Standard	$49.00	n/a
FCAH	Hybrid Full Size 4 door	$49.00	n/a
STAR	Convertible	$82.00	n/a
RVAR	12 Passenger Van*	$122.00	n/a
FVAR	15 Passenger Van*	$140.00	n/a

Location Surcharges

For rental transactions originating at Enterprise brand 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	Enterprise Brand Surcharge (Airports and Home City Locations)
$3/day	Richmond, VA
$5/day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
$7/day	Albany (ALB), Westchester (HPN), Stewart (SWF), Islip (ISP), Burlington (BTV) Airports
$10/day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas
$12/day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC

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$15/day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR)
$23/day	LaGuardia (LGA), Kennedy (JFK)

Surcharge Amount	Enterprise Brand Surcharge (Home City Locations)
$7/day	Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
$10/day	State of Alaska; Commonwealth of Puerto Rico; Boston Home City; Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco Downtown
$12/day	Washington D.C. Area
$15/day	Chicago Home City; Hawaii Home-City
$23/day	New York City Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island)

*Additional requirements related to the 12- and 15-Passenger Van vehicle classes, including but not limited to additional terms and conditions, shall apply to the rental of these classes of vehicles in the following locations: Connecticut, District of Columbia, Massachusetts, New York, and Rhode Island. In these locations, and for these vehicle classes, Customer will be required to maintain additional third-party liability insurance coverage in the amount of $2,000,000 as excess coverage over the coverage included in the Rates, if any. Customer 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.

Terms and Conditions:

1. **Weekly and Monthly Rates:** Weekly rates are five (5) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty consecutive days by the same Eligible Renter ("Monthly Rental"), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

2. **Mileage:** All vehicle classes come with unlimited mileage, except for one-way rentals as may be set forth herein.

3. **One-Way Rentals:** One-way rentals are available at all National brand locations and at Enterprise brand airport locations. One-way rentals must be reserved as such in advance of the rental or Eligible Renter must arrange such one-way rentals with the applicable Affiliate during the rental period. Rates for 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. One-Way Daily Rates for Economy through Full Size vehicles will be a daily rate of **$83.00** per day and Premium through Full size SUV vehicles will be the daily rate plus **$0.30** per mile. One-Way Daily Rates include unlimited mileage except for rentals of Premium through Standard SUV vehicle classes and for which the mileage charge shall be **$0.30** per mile. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Participating Member will incur an additional surcharge.

4. **Exclusions:** Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall apply. Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except

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as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

5. **Geographic Restrictions:** Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the applicable Affiliate or Franchisee.

6. **Vehicle Driven**: For the avoidance of doubt, the Eligible Emerald Club Renter will be charged for the Vehicle Class reserved not the actual Vehicle Class driven (except in the case of the Eligible Renter driving a Vehicle Class with lower Rates than the Vehicle Class reserved, in which the lower Rates will be applied). GPO recognizes and agrees that its non-Emerald club members and Emerald Club members at non-Emerald aisle locations will, at times, reserve a smaller car class size and subsequently decide at the time of rental to choose a larger car class vehicle, even though the reserved car class reserved is available. In these situations, the GPO member will be charged for the larger class vehicle driven.

7. **Vehicle Classes:** Regardless of whether the car class is listed herein, the Agreement shall apply, except DW and third-party liability, if included in the Rate, shall not apply for rentals of exotics, high line vehicles and trucks. For car classes not listed herein, all National brand locations will apply up to a 15% discount off of the National Business Rate for the originating rental location, and rates for all Enterprise brand locations will be determined by the applicable originating location in its sole determination.

8. **Renter Qualifications**: In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, 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 (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, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate or Franchisee at the applicable renting location.

9. **Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Participating Member shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.
   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. Participating Member will advise Eligible Renters that DW applies to their Business Use rentals only. Participating Member 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 Participating Member cannot provide such verification, the applicable Affiliate is not obligated to provide DW and may void DW.

10. **Third Party Liability:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third-party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Participating Member shall be responsible for all third-party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) if Liability Protection is not included within the Rates herein. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.

    For National and Enterprise brand rentals 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 a combined single limit of $1,000,000 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 Customer. Customer will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Customer will verify that a rental was a Business Use rental in the event they are involved in an accident. If Customer cannot provide such verification, the applicable Affiliate is not obligated to

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provide Liability Protection and may void Liability Protection. For leisure 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.

11. **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.

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

This schedule applies to Enterprise and National rentals in the 50 United States, Puerto Rico, and District of Columbia

Enterprise:
At Enterprise many deliveries are provided free of charge. When fees are charged, they vary dependent on the location and distance, making it difficult to quote a set price. In any event, Enterprise will cap any deliver fee to/from Enterprise Home City and airport locations at no more than $50

National:
National Car Rental offers delivery service to Private Airport located within a 50-mile radius of a Public Airport where National operates a location. Deliveries within a 5-mile radius are free. Most large Fixed Base Operators (FBO's) are located adjacent to a major airport.

Charges shown in the table below are for one-way delivery. Delivery service to a private airport is provided to all Emerald Club members with an E&I member contract ID. Delivery service to hotels, residences and local businesses is provided to members of our VIP program only.

All charges are one-way to accommodate members who choose to return their vehicle to the rental location. A second fee (based upon distance) will be incurred for members who prefer the convenience of a remove drop off. Any additional toll or parking fees will also be passed on to the customer.

For FBO deliveries with less than two hours' notice, additional deliver, collection, and fuel fees will be incurred. Deliver fees on the table below are subject to change without notice.

U.S. Delivery Rates	
Miles	Cost
0-5	No Charge
6-50	$25 each way
51 or more	$1 per mile each way

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January 1, 2020

Schedule 2 to Attachment D (Statement of Work - Car Rental Services)

PROGRAM B: DW & 100/300/50 Liability
This schedule applies to rentals at locations of the Affiliates and Franchisees in the United States and Puerto Rico

Rates for rental transactions originating and terminating at a National brand location, except as provided for herein, are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES
ECAR	Economy	$31.75	$62.00
CCAR	Compact	$31.75	$62.00
ICAR	Intermediate	$33.00	$62.00
SCAR	Standard	$36.25	$62.00
FCAR	Full Size	$36.25	$62.00
MVAR/SVAR	Minivan	$58.75	$58.75
IFAR	Intermediate SUV	$55.75	$55.75
SFAR	Standard SUV	$55.75	$55.75
FFAR	Large SUV	$84.75	$84.75
PFAR	Premium SUV	$84.75	n/a
SPAR	½ ton Standard Size Truck	$68.50	n/a
PPAR	½ ton Full Size Truck	$72.50	n/a
FGAR/FJAR	Jeep/Crossover	$63.75	n/a
SCAH	Hybrid Standard	$47.75	n/a
FCAH	Hybrid Full Size 4 door	$47.75	n/a
STAR	Convertible	$80.75	n/a
RVAR	12 Passenger Van*	$115.75	n/a
FVAR	15 Passenger Van*	$133.75	n/a

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Location Surcharges

For rental transactions originating at National brand 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/day	Richmond, VA
$5/day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
$6/day	Wisconsin (Appleton Airport, Green Bay Airport)
$7/day	Albany (ALB), Westchester (HPN), Stewart (SWF), Islip (ISP), Burlington (BTV) Airports
$10/day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas
$12/day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC
$15/day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR)
$23/day	LaGuardia (LGA), Kennedy (JFK)

(Appleton Airport (ATW); Green Bay Airport (GRB)) - may be seasonal and fluctuate in rate

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.

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January 1, 2020

Rates for rental transactions originating and terminating at an Enterprise brand location, except as provided for herein, are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES
ECAR	Economy	$31.75	$62.00
CCAR	Compact	$31.75	$62.00
ICAR	Intermediate	$33.00	$62.00
SCAR	Standard	$36.25	$62.00
FCAR	Full Size	$36.25	$62.00
MVAR/SVAR	Minivan	$58.75	$58.75
IFAR	Intermediate SUV	$55.75	$55.75
SFAR	Standard SUV	$55.75	$55.75
FFAR	Large SUV	$84.75	$84.75
PFAR	Premium SUV	$84.75	n/a
SPAR	½ ton Standard Size Truck	$68.50	n/a
PPAR	½ ton Full Size Truck	$72.50	n/a
FGAR/FJAR	Jeep/Crossover	$63.75	n/a
SCAH	Hybrid Standard	$47.75	n/a
FCAH	Hybrid Full Size 4 door	$47.75	n/a
STAR	Convertible	$80.75	n/a
RVAR	12 Passenger Van*	$115.75	n/a
FVAR	15 Passenger Van*	$133.75	n/a

Location Surcharges

For rental transactions originating at Enterprise brand 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	Enterprise Brand Surcharge (Airports and Home City Locations)
$3/day	Richmond, VA
$5/day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
$7/day	Albany (ALB), Westchester (HPN), Stewart (SWF), Islip (ISP), Burlington (BTV) Airports
$10/day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas
$12/day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

$15/day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR)
$23/day	LaGuardia (LGA), Kennedy (JFK)

Surcharge Amount	Enterprise Brand Surcharge (Home City Locations)
$7/day	Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
$10/day	State of Alaska; Commonwealth of Puerto Rico; Boston Home City; Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco Downtown
$12/day	Washington D.C. Area
$15/day	Chicago Home City; Hawaii Home-City
$23/day	New York City Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island)

*Additional requirements related to the 12- and 15-Passenger Van vehicle classes, including but not limited to additional terms and conditions, shall apply to the rental of these classes of vehicles in the following locations: Connecticut, District of Columbia, Massachusetts, New York, and Rhode Island. In these locations, and for these vehicle classes, Customer will be required to maintain additional third-party liability insurance coverage in the amount of $2,000,000 as excess coverage over the coverage included in the Rates, if any. Customer 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.

Terms and Conditions:

1. **Weekly and Monthly Rates:** Weekly rates are five and a half (5.5) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty consecutive days by the same Eligible Renter ("Monthly Rental"), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

2. **Mileage:** All vehicle classes come with unlimited mileage, except for one-way rentals as may be set forth herein.

3. **One-Way Rentals:** One-way rentals are available at all National brand locations and at Enterprise brand airport locations. One-way rentals must be reserved as such in advance of the rental or Eligible Renter must arrange such one-way rentals with the applicable Affiliate during the rental period. Rates for 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. One-Way Daily Rates for Economy through Full Size vehicles will be a daily rate of **$62.00** per day and Premium through Full size SUV vehicles will be the daily rate plus **$0.30** per mile. One-Way Daily Rates include unlimited mileage except for rentals of Premium through Standard SUV vehicle classes and for which the mileage charge shall be **$0.30** per mile. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Participating Member will incur an additional surcharge.

4. **Exclusions:** Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall apply. Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver ("DW"), liability protection,

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personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

5. **Geographic Restrictions:** Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the applicable Affiliate or Franchisee.

6. **Vehicle Driven**: For the avoidance of doubt, the Eligible Emerald Club Renter will be charged for the Vehicle Class reserved not the actual Vehicle Class driven (except in the case of the Eligible Renter driving a Vehicle Class with lower Rates than the Vehicle Class reserved, in which the lower Rates will be applied). GPO recognizes and agrees that its non-Emerald club members and Emerald Club members at non-Emerald aisle locations will, at times, reserve a smaller car class size and subsequently decide at the time of rental to choose a larger car class vehicle, even though the reserved car class reserved is available. In these situations, the GPO member will be charged for the larger class vehicle driven.

7. **Vehicle Classes:** Regardless of whether the car class is listed herein, the Agreement shall apply, except DW and third-party liability, if included in the Rate, shall not apply for rentals of exotics, high line vehicles and trucks. For car classes not listed herein, all National brand locations will apply up to a 15% discount off of the National Business Rate for the originating rental location, and rates for all Enterprise brand locations will be determined by the applicable originating location in its sole determination.

8. Renter Qualifications: In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, 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 (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, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate or Franchisee at the applicable renting location.

9. **Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Participating Member shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

   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. Participating Member will advise Eligible Renters that DW applies to their Business Use rentals only. Participating Member 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 Participating Member cannot provide such verification, the applicable Affiliate is not obligated to provide DW and may void DW.

10. **Third Party Liability:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third-party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Participating Member shall be responsible for all third-party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) if Liability Protection is not included within the Rates herein. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.

    For National and Enterprise Brand rentals 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 Participating Member. Participating Member will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Participating Member will verify that a rental was a Business

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Use rental in the event they are involved in an accident. If Participating Member cannot provide such verification, the applicable Affiliate is not obligated to provide Liability Protection and may void Liability Protection. For leisure 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.

11. **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.

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

This schedule applies to Enterprise and National rentals in the 50 United States, Puerto Rico, and District of Columbia

Enterprise:
At Enterprise many deliveries are provided free of charge. When fees are charged, they vary dependent on the location and distance, making it difficult to quote a set price. In an even, Enterprise will cap any deliver fee to/from Enterprise Home City and airport locations at no more than $50

National:
National Car Rental offers delivery service to Private Airport located within a 50-mile radius of a Public Airport where National operates a location. Deliveries within a 5-mile radius are free. Most large Fixed Base Operators (FBO's) are located adjacent to a major airport.

Charges shown in the table below are for one wat delivery. Delivery service to a private airport is provided to all Emerald Club members with an E&I member contract ID. Delivery service to hotels, residences and local businesses is provided to members of our VIP program only.

All charges are one-way to accommodate members who choose to return their vehicle to the rental location. A second fee (based upon distance) will be incurred for members who prefer the convenience of a remove drop off. Any additional toll or parking fees will also be passed on to the customer.

For FBO deliveries with less than two hours notice, additional deliver, collection, and fuel fees will be incurred. Deliver fees on the table below are subject to change without notice.

U.S. Delivery Rates	
Miles	Cost
0-5	No Charge
6-50	$25 each way
51 or more	$1 per mile each way

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Schedule 3 to Attachment D (Statement of Work - Car Rental Services)

PROGRAM C: No Coverage
This schedule applies to rentals at locations of the Affiliates and Franchisees in the United States and Puerto Rico

Rates for rental transactions originating and terminating at a National brand location, except as provided for herein, are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES
ECAR	Economy	$30.25	$60.00
CCAR	Compact	$30.25	$60.00
ICAR	Intermediate	$31.75	$60.00
SCAR	Standard	$34.50	$60.00
FCAR	Full Size	$34.50	$60.00
MVAR/SVAR	Minivan	$55.00	$55.00
IFAR	Intermediate SUV	$52.00	$52.00
SFAR	Standard SUV	$52.00	$52.00
FFAR	Large SUV	$81.00	$81.00
PFAR	Premium SUV	$81.00	n/a
SPAR	½ ton Standard Size Truck	$65.00	n/a
PPAR	½ ton Full Size Truck	$70.00	n/a
FGAR/FJAR	Jeep/Crossover	$60.00	n/a
SCAH	Hybrid Standard	$46.50	n/a
FCAH	Hybrid Full Size 4 door	$46.50	n/a
STAR	Convertible	$79.50	n/a
RVAR	12 Passenger Van*	$110.00	n/a
FVAR	15 Passenger Van*	$125.00	n/a

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Location Surcharges

For rental transactions originating at National brand 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
$5/day	Albany (ALB), Augusta, GA; Buffalo (BUF); Burlington (BTV), Harrisburg, PA; Islip (ISP), Phoenix; Richmond, VA; Rochester (ROC); Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of South Carolina (excluding Myrtle Beach); State of Tennessee (excluding Nashville); Stewart (SWF), Syracuse (SYR); Westchester (HPN) Airports
$6/day	Wisconsin (Appleton Airport, Green Bay Airport)
$10/day	Atlanta; Baltimore; Boston; Burbank; Commonwealth of Puerto Rico; Detroit; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Philadelphia; Pittsburgh; Providence; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Alaska; State of Texas; Washington, DC
$15/day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR)
$23/day	LaGuardia (LGA), Kennedy (JFK)

(Appleton Airport (ATW); Green Bay Airport (GRB)) - may be seasonal and fluctuate in rate

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.

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January 1, 2020

Rates for rental transactions originating and terminating at an Enterprise brand location, except as provided for herein, are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	ONE-WAY DAILY RATES
ECAR	Economy	$30.25	$60.00
CCAR	Compact	$30.25	$60.00
ICAR	Intermediate	$31.75	$60.00
SCAR	Standard	$34.50	$60.00
FCAR	Full Size	$34.50	$60.00
MVAR/SVAR	Minivan	$55.00	$55.00
IFAR	Intermediate SUV	$52.00	$52.00
SFAR	Standard SUV	$52.00	$52.00
FFAR	Large SUV	$81.00	$81.00
PFAR	Premium SUV	$81.00	n/a
SPAR	½ ton Standard Size Truck	$65.00	n/a
PPAR	½ ton Full Size Truck	$70.00	n/a
FGAR/FJAR	Jeep/Crossover	$60.00	n/a
SCAH	Hybrid Standard	$46.50	n/a
FCAH	Hybrid Full Size 4 door	$46.50	n/a
STAR	Convertible	$79.50	n/a
RVAR	12 Passenger Van*	$110.00	n/a
FVAR	15 Passenger Van*	$125.00	n/a

Location Surcharges

For rental transactions originating at Enterprise brand 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	Enterprise Brand Surcharge (Airports and Home City Locations)
$5/day	Albany (ALB), Augusta, GA; Buffalo (BUF); Burlington (BTV), Harrisburg, PA; Islip (ISP), Phoenix; Richmond, VA; Rochester (ROC); Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of South Carolina (excluding Myrtle Beach); State of Tennessee (excluding Nashville); Stewart (SWF), Syracuse (SYR); Westchester (HPN) Airports
$10/day	Atlanta; Baltimore; Boston; Burbank; Commonwealth of Puerto Rico; Detroit; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Philadelphia; Pittsburgh; Providence; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Alaska; State of Texas; Washington, DC
$15/day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR)

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

$23/day	LaGuardia (LGA), Kennedy (JFK)

Surcharge Amount	Enterprise Brand Surcharge (Home City Locations)
$7/day	Burlington Metro (VT); Long Island Metro, Westchester Metro (including Greenwich and Stamford CT)
$10/day	Commonwealth of Puerto Rico; Boston Home City; Bemidji and Moorhead, MN; San Francisco Downtown; State of Alaska; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); Washington D.C. Area
$15/day	Chicago Home City; Hawaii Home-City
$23/day	New York City Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island)

*Additional requirements related to the 12- and 15-Passenger Van vehicle classes, including but not limited to additional terms and conditions, shall apply to the rental of these classes of vehicles in the following locations: Connecticut, District of Columbia, Massachusetts, New York, and Rhode Island. In these locations, and for these vehicle classes, Customer will be required to maintain additional third-party liability insurance coverage in the amount of $2,000,000 as excess coverage over the coverage included in the Rates, if any. Customer 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.

Terms and Conditions:

1. **Weekly and Monthly Rates:** Weekly rates are five and a quarter (5.25) times the Daily Rate for the Vehicle Class rented. For rentals of twenty-four through thirty consecutive days by the same Eligible Renter ("Monthly Rental"), the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

2. **Mileage:** All vehicle classes come with unlimited mileage, except for one-way rentals as may be set forth herein.

3. **One-Way Rentals:** One-way rentals are available at all National brand locations and at Enterprise brand airport locations. One-way rentals must be reserved as such in advance of the rental or Eligible Renter must arrange such one-way rentals with the applicable Affiliate during the rental period. Rates for 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. One-Way Daily Rates for Economy through Full Size vehicles will be a daily rate of **$60.00** per day and Premium through Full size SUV vehicles will be the daily rate plus **$0.30** per mile. One-Way Daily Rates include unlimited mileage except for rentals of Premium through Standard SUV vehicle classes and for which the mileage charge shall be **$0.30** per mile. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Participating Member will incur an additional surcharge.

4. **Exclusions:** Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall apply. Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

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5. **Geographic Restrictions:** Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the applicable Affiliate or Franchisee.

6. **Vehicle Driven**: For the avoidance of doubt, the Eligible Emerald Club Renter will be charged for the Vehicle Class reserved not the actual Vehicle Class driven (except in the case of the Eligible Renter driving a Vehicle Class with lower Rates than the Vehicle Class reserved, in which the lower Rates will be applied). GPO recognizes and agrees that its non-Emerald club members and Emerald Club members at non-Emerald aisle locations will, at times, reserve a smaller car class size and subsequently decide at the time of rental to choose a larger car class vehicle, even though the reserved car class reserved is available. In these situations, the GPO member will be charged for the larger class vehicle driven.

7. **Vehicle Classes:** Regardless of whether the car class is listed herein, the Agreement shall apply, except DW and third-party liability, if included in the Rate, shall not apply for rentals of exotics, high line vehicles and trucks. For car classes not listed herein, all National brand locations will apply up to a 15% discount off of the National Business Rate for the originating rental location, and rates for all Enterprise brand locations will be determined by the applicable originating location in its sole determination.

8. **Renter Qualifications**: In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, 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 (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, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate or Franchisee at the applicable renting location.

9. **Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Participating Member shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

   Participating Member (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. Participating Member 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, Franchisees, and EAN Trust as loss payees, as their respective interests may appear. 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 Participating Member 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. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, Franchisees, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

10. **Third Party Liability:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third-party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Participating Member shall be responsible for all third-party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) if Liability Protection is not included within the Rates herein. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.

    Participating Member (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 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. Participating Member agrees that the required policy of insurance will, by appropriate endorsement or otherwise, name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled,

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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 the coverage is "primary coverage" for the protection of Participating Member, EAN and the Affiliates, notwithstanding any other coverage carried by EAN or any Affiliate protecting against similar risks. Original certificates evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds shall be furnished to EAN, as reasonably requested by EAN from time to time.

11. **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.

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

This schedule applies to Enterprise and National rentals in the 50 United States, Puerto Rico, and District of Columbia

Enterprise:
At Enterprise many deliveries are provided free of charge. When fees are charged, they vary dependent on the location and distance, making it difficult to quote a set price. In an even, Enterprise will cap any deliver fee to/from Enterprise Home City and airport locations at no more than $50

National:
National Car Rental offers delivery service to Private Airport located within a 50-mile radius of a Public Airport where National operates a location. Deliveries within a 5-mile radius are free. Most large Fixed Base Operators (FBO's) are located adjacent to a major airport.

Charges shown in the table below are for one wat delivery. Delivery service to a private airport is provided to all Emerald Club members with an E&I member contract ID. Delivery service to hotels, residences and local businesses is provided to members of our VIP program only.

All charges are one-way to accommodate members who choose to return their vehicle to the rental location. A second fee (based upon distance) will be incurred for members who prefer the convenience of a remove drop off. Any additional toll or parking fees will also be passed on to the customer.

For FBO deliveries with less than two hours notice, additional deliver, collection, and fuel fees will be incurred. Deliver fees on the table below are subject to change without notice.

U.S. Delivery Rates	
Miles	Cost
0-5	No Charge
6-50	$25 each way
51 or more	$1 per mile each way

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Schedule 4 to Attachment D (Statement of Work - Car Rental Services)

This schedule applies to rentals at locations of the Affiliates and Franchisees in Canada

Rates for rental transactions originating and terminating at a National brand location, except as provided for herein, are as follows:

For rentals in Canada, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating National locations ("Rate Discount").

Rates for rental transactions originating and terminating at an Enterprise brand location, except as provided for herein, are as follows:

For rentals in Canada, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating home city and airport Enterprise locations ("Rate Discount").

Terms and Conditions:

1. **Kilometer Charges:** Any kilometer fees charged by the renting location from which the rental originates will apply.

2. **Regional Tire Recovery Fee:** For vehicles rented in Quebec, Rates do not include the Regional Tire Recovery Fee, which is Affiliate's estimated average daily cost per vehicle to purchase, store, install, remove, manage and transport tires specifically designed for winter driving pursuant to the Highway Safety Code. The cost is not calculated based on the cost of tires related to a specific vehicle.

3. **Exclusions:** Except as otherwise provided for in the Agreement, rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver, personal accident insurance, personal effects coverage and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

4. **Geographic Restrictions:** Rentals originating in Canada shall not be driven into the United States without the applicable Affiliate's prior written consent as provided in the Rental Contract.

5. **Renter Qualifications**: In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, 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 (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, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate or Franchisee at the applicable renting location.

6. **Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter

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and Participating Member shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

Participating Member (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. Participating Member 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, Franchisees, and EAN Trust as loss payees, as their respective interests may appear. 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 Participating Member 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. An original certificate evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, Franchisees, and EAN Trust as loss payees shall be furnished to EAN, as reasonably requested by EAN from time to time.

7. Third Party Liability: 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. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance. See terms and conditions of applicable Rental Contract.

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Schedule 5 to Attachment D (Statement of Work - Car Rental Services)

Unless a Rate Schedule and terms and conditions for any particular country(ies) are attached to and incorporated in the Agreement, this Schedule applies to rentals from locations not otherwise scheduled that are operated by an Affiliate or Franchisee in Europe, the Middle East and Africa (EMEA), the United States, Canada, Asia, the Pacific Basin, Latin America and the Caribbean (LAC), as applicable.

Except as otherwise provided herein by country-specific Rate Schedule(s) and terms and conditions for any specific country or territory, International Rates, quoted in the respective country's currency as indicated at the time of reservation, will apply to Eligible Renters at Enterprise Rent-A-Car and National Car Rental branded locations. A complete set of International Flat Rates exists for Enterprise Rent A Car and National Car Rental branded locations in countries throughout the United States, Canada, Europe, the Middle East and Africa, Latin America and the Caribbean, Asia and the Pacific Basin. International Rates are accessible through all reservation systems worldwide. Such rentals shall be subject to the Rates, terms and conditions of the applicable Affiliate, which may be changed from time to time in each such Affiliate's discretion.

Terms and Conditions for International Rates:

1. International Rates are exclusive of protection products, except as indicated below. EAN maintains the requisite minimum automobile insurance coverage as determined by the applicable laws of each country of rental. Priority and applicability of cover is regulated by the controlling jurisdictional law. These rates do not include any Damage Waiver or similar vehicle physical damage or loss protection unless required by law or unless indicated as an Inclusive Rate at the time of reservation when booked using the Account Number for a Business Use rental (whether the rental is a Business Use or leisure rental). The Eligible Renter may elect to purchase optional protection products separately at the time of rental. Rates identified as "Inclusive" only provide the specific protection products detailed for each particular country and identified at the time of reservation. The specific terms of any protection product included in Inclusive Rates for each specific country are provided at the time of reservation and more fully disclosed in the applicable Rental Contract.

2. All Eligible Renters and Additional Authorized Drivers must have a valid driver's license and meet the age, driver, and credit qualifications of the location in which the rental originates. Eligible Renter, and in certain instances additional authorized drivers, must execute the Rental Contract of the applicable rental facility from which the vehicle rental originates. Each rental shall be subject to the terms and conditions applicable for the originating rental location.

3. Participating Members will be offered Business Partner Rates ("BPRs") for international rentals hereunder. These BPRs are subject to change annually regardless of effective date.

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January 1, 2020

ATTACHMENT E - Statement of Work – Commercial Truck Rental Services

Schedule 1 to Attachment E (Statement of Work – Commercial Truck Rental Services)

Commercial Truck Program

TRUCK PROGRAM A: Without Driver Protection Products

Notwithstanding anything to the contrary within the Agreement, this schedule and the terms and conditions of the Agreement apply to rentals at Enterprise Commercial Truck brand locations in the United States

SIPP CODE	VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES	MILEAGE CHARGES	DAILY MILEAGE INCLUDED	WEEKLY MILEAGE INCLUDED	MONTHLY MILEAGE INCLUDED
DBOX	16' Box	$70.00	$350.00	$1,517.00	$0.14/mile	0	0	0
FBOX	24' Box	$75.00	$375.00	$1,625.00	$0.14/mile	0	0	0
GBOX	26' Box	$80.00	$400.00	$1,733.00	$0.14/mile	0	0	0
OPAR	3/4-ton pickup 2wd	$60.00	$300.00	$1,300.00	$0.14/mile	150	750	3,000
OQAR	3/4-ton pickup 4wd	$65.00	$325.00	$1,408.00	$0.14/mile	150	750	3,000
UPAR	1-ton pickup 2wd	$70.00	$350.00	$1,517.00	$0.14/mile	150	750	3,000
UQAR	1-ton pickup 4wd	$75.00	$375.00	$1,625.00	$0.14/mile	150	750	3,000
RKAR	Cargo Van	$53.00	$265.00	$1,148.00	$0.14/mile	150	750	3,000
UKAR	High-top Cargo	$60.00	$300.00	$1,300.00	$0.14/mile	150	750	3,000
BCUT	12' Cutaway	$58.00	$290.00	$1,257.00	$0.14/mile	0	0	0
DCUT	14-15' Cutaway	$63.00	$315.00	$1,365.00	$0.14/mile	0	0	0
BBOX	12' Box	$63.00	$315.00	$1,365.00	$0.14/mile	0	0	0
ASTK	10' Stakebed	$75.00	$375.00	$1,625.00	$0.14/mile	0	0	0
BSTK	12'-14' Stakebed	$80.00	$400.00	$1,733.00	$0.14/mile	0	0	0
DSTK	15-16' Stakebed	$80.00	$400.00	$1,733.00	$0.14/mile	0	0	0
FSTK	24' Stakebed	$90.00	$450.00	$1,950.00	$0.14/mile	0	0	0
GSTK	26' Stakebed	$90.00	$450.00	$1,950.00	$0.14/mile	0	0	0

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

January 1, 2020

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	Location
$10.00	Commonwealth of Puerto Rico
$14.00	State of New York (unless otherwise indicated); NY/CT/NJ Metro including Westchester, Islip, Stamford & Jersey City
$15.00	State of Hawaii
$18.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens & Staten Island)

Terms & Conditions:

Rates for Truck rentals hereunder are subject to change annually on or after each anniversary of the Effective Date hereof.

In the event of a direct conflict between the terms of this schedule and the terms of the agreement the terms of this schedule will govern for rentals from a truck rental facility.

Daily Rates: Based on a 24-hour billing cycle.

Mileage Charges: Rates include free miles as set forth above. Any additional miles will be charged at the rate set forth above.

Inspection: Customer agrees to require its Eligible Renters to perform daily visual inspections on rental vehicles including but not limited to the inspection of headlights, running lights, brake lights, and turn signals, the identification and notation of damages and the checking and maintenance of all fluid levels and manufacturer recommended tire pressure. 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, Eligible Renter may not drive the vehicle and must have it towed to a repair shop designated by EAN or Affiliate.

Maintenance: Upon three (3) days' prior notification from EAN or an Affiliate, Customer agrees to make themselves and each vehicle available for the purposes of inspection and/or maintenance every thirty (30) days. An Affiliate or a contractor of Affiliate will perform preventative maintenance and warranty repairs, at Affiliate's expense. If preventative maintenance and/or repairs are required at a location other than Customer's offices, EAN or Affiliate will provide a replacement truck at no additional charge.

Notwithstanding the provisions of the Agreement, for any rental pursuant to this Amendment, Customer shall be age 21 or older (or 18 or older if required by law).

Exclusions: Rates do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, mileage, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as damage waiver ("DW"), or liability protection ("LP").

Insurance: Customer shall maintain the following insurance coverage during the term of this Agreement: commercial automobile liability for $1,000,000 combined single limit, including coverage for "any auto" or "hired auto". Customer shall ensure EAN, its parent, affiliates and their officers; directors and employees will be named as an additional insured and loss payee under the comprehensive general liability and commercial automobile insurance policies for any claims arising out of the acts or omissions of Customer, its employees, agents or contractors. Customer shall provide EAN with a copy of a Certificate of Insurance evidencing the above insurance coverage and shall notify EAN of any material change in such insurance thirty (30) days prior to such change. In addition, the Certificate of Insurance shall provide that the carrier agrees to provide the foregoing notices to EAN or Affiliates in the event of any such changes.

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January 1, 2020

Schedule 2 to Attachment E (Statement of Work – Commercial Truck Rental Services)

TRUCK PROGRAM B: With DW & Liability

Notwithstanding anything to the contrary within the Agreement, this schedule and the terms and conditions of the Agreement apply to rentals at Enterprise Commercial Truck brand locations in the United States

SIPP CODE	VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES	MILEAGE CHARGES	DAILY MILEAGE INCLUDED	WEEKLY MILEAGE INCLUDED	MONTHLY MILEAGE INCLUDED
DBOX	16' Box	$83.50	$444.50	$1,922.00	$0.14/mile	0	0	0
FBOX	24' Box	$88.50	$469.50	$2,030.00	$0.14/mile	0	0	0
GBOX	26' Box	$93.50	$494.50	$2,138.00	$0.14/mile	0	0	0
OPAR	3/4-ton pickup 2wd	$73.50	$394.50	$1,705.00	$0.14/mile	150	750	3,000
OQAR	3/4-ton pickup 4wd	$78.50	$419.50	$1,813.00	$0.14/mile	150	750	3,000
UPAR	1-ton pickup 2wd	$83.50	$444.50	$1,922.00	$0.14/mile	150	750	3,000
UQAR	1-ton pickup 4wd	$88.50	$469.50	$2,030.00	$0.14/mile	150	750	3,000
RKAR	Cargo Van	$70.00	$359.50	$1,553.00	$0.14/mile	150	750	3,000
UKAR	High-top Cargo	$73.50	$394.50	$1,705.00	$0.14/mile	150	750	3,000
BCUT	12' Cutaway	$71.50	$384.50	$1,662.00	$0.14/mile	0	0	0
DCUT	14-15' Cutaway	$76.50	$409.50	$1,770.00	$0.14/mile	0	0	0
BBOX	12' Box	$76.50	$409.50	$1,770.00	$0.14/mile	0	0	0
ASTK	10' Stakebed	$88.50	$469.50	$2,030.00	$0.14/mile	0	0	0
BSTK	12'-14' Stakebed	$93.50	$494.50	$2,138.00	$0.14/mile	0	0	0
DSTK	15-16' Stakebed	$93.50	$494.50	$2,138.00	$0.14/mile	0	0	0
FSTK	24' Stakebed	$103.50	$544.50	$2,355.00	$0.14/mile	0	0	0
GSTK	26' Stakebed	$103.50	$544.50	$2,355.00	$0.14/mile	0	0	0

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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	Location
$6.50	St. Louis, Atlanta, Houston, Orlando, Dallas, Boston, New Orleans, Washington DC, Philadelphia, Baltimore, San Francisco, Northern Ohio, Pittsburgh, Tampa, Jacksonville, Washington State, Alaska, Oregon, Southern New England, Rhode Island, Arizona, North Carolina, Nevada, Mid Pennsylvania, North Texas
$10.50	Chicago, New York, Southern California, South Florida
$16.50	Commonwealth of Puerto Rico
$15.00	State of Hawaii
$24.50	State of New York (unless otherwise indicated); NY/CT/NJ Metro including Westchester, Islip, Stamford & Jersey City
$28.50	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens & Staten Island)

Terms & Conditions:

Rates for Truck rentals hereunder are subject to change annually on or after each anniversary of the Effective Date hereof.

In the event of a direct conflict between the terms of this schedule and the terms of the agreement the terms of this schedule will govern for rentals from a truck rental facility.

Daily Rates: Based on a 24-hour billing cycle.

Mileage Charges: Rates include free miles as set forth above. Any additional miles will be charged at the rate set forth above.

Inspection: Customer agrees to require its Eligible Renters to perform daily visual inspections on rental vehicles including but not limited to the inspection of headlights, running lights, brake lights, and turn signals, the identification and notation of damages and the checking and maintenance of all fluid levels and manufacturer recommended tire pressure. 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, Eligible Renter may not drive the vehicle and must have it towed to a repair shop designated by EAN or Affiliate.

Maintenance: Upon three (3) days' prior notification from EAN or an Affiliate, Customer agrees to make themselves and each vehicle available for the purposes of inspection and/or maintenance every thirty (30) days. An Affiliate or a contractor of Affiliate will perform preventative maintenance and warranty repairs, at Affiliate's expense. If preventative maintenance and/or repairs are required at a location other than Customer's offices, EAN or Affiliate will provide a replacement truck at no additional charge.

Notwithstanding the provisions of the Agreement, for any rental pursuant to this Amendment, Customer shall be age 21 or older (or 18 or older if required by law).

Exclusions: Rates do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, mileage, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as damage waiver ("DW"), or liability protection ("LP").

DRIVER PROTECTION PRODUCTS: Base Rental Charges in the U.S. include the Driver Protection Product(s) below:

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DW FOR BUSINESS RENTALS. For rentals to Customer's employees and agents ("Representatives") for business use who are 21 years old or older only, Base Rental Charges include full DW (with $1,000 Customer retained responsibility) 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 to Customer's Representatives for business use 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, 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 Customer as an Additional Insured will be issued upon request. Insurer and policy terms subject to change without prior notice to Customer.

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January 1, 2020

Schedule 3 to Attachment E (Statement of Work – Commercial Truck Rental Services)

TRUCK PROGRAM C: With DW Only

Notwithstanding anything to the contrary within the Agreement, this schedule and the terms and conditions of the Agreement apply to rentals at Enterprise Commercial Truck brand locations in the United States

SIPP CODE	VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES	MILEAGE CHARGES	DAILY MILEAGE INCLUDED	WEEKLY MILEAGE INCLUDED	MONTHLY MILEAGE INCLUDED
DBOX	16' Box	$80.00	$420.00	$1,817.00	$0.14/mile	0	0	0
FBOX	24' Box	$85.00	$445.00	$1,925.00	$0.14/mile	0	0	0
GBOX	26' Box	$90.00	$470.00	$2,033.00	$0.14/mile	0	0	0
OPAR	3/4-ton pickup 2wd	$70.00	$370.00	$1,600.00	$0.14/mile	150	750	3,000
OQAR	3/4-ton pickup 4wd	$75.00	$395.00	$1,708.00	$0.14/mile	150	750	3,000
UPAR	1-ton pickup 2wd	$80.00	$420.00	$1,817.00	$0.14/mile	150	750	3,000
UQAR	1-ton pickup 4wd	$85.00	$445.00	$1,925.00	$0.14/mile	150	750	3,000
RKAR	Cargo Van	$63.00	$335.00	$1,448.00	$0.14/mile	150	750	3,000
UKAR	High-top Cargo	$70.00	$370.00	$1,600.00	$0.14/mile	150	750	3,000
BCUT	12' Cutaway	$68.00	$360.00	$1,557.00	$0.14/mile	0	0	0
DCUT	14-15' Cutaway	$73.00	$385.00	$1,665.00	$0.14/mile	0	0	0
BBOX	12' Box	$73.00	$385.00	$1,665.00	$0.14/mile	0	0	0
ASTK	10' Stakebed	$85.00	$445.00	$1,925.00	$0.14/mile	0	0	0
BSTK	12'-14' Stakebed	$90.00	$470.00	$2,033.00	$0.14/mile	0	0	0
DSTK	15-16' Stakebed	$90.00	$470.00	$2,033.00	$0.14/mile	0	0	0
FSTK	24' Stakebed	$100.00	$520.00	$2,250.00	$0.14/mile	0	0	0
GSTK	26' Stakebed	$100.00	$520.00	$2,250.00	$0.14/mile	0	0	0

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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	Location
$10.00	Commonwealth of Puerto Rico
$14.00	State of New York (unless otherwise indicated); NY/CT/NJ Metro including Westchester, Islip, Stamford & Jersey City
$15.00	State of Hawaii
$18.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens & Staten Island)

Terms & Conditions:

Rates for Truck rentals hereunder are subject to change annually on or after each anniversary of the Effective Date hereof.

In the event of a direct conflict between the terms of this schedule and the terms of the agreement the terms of this schedule will govern for rentals from a truck rental facility.

Daily Rates: Based on a 24-hour billing cycle.

Mileage Charges: Rates include free miles as set forth above. Any additional miles will be charged at the rate set forth above.

Inspection: Customer agrees to require its Eligible Renters to perform daily visual inspections on rental vehicles including but not limited to the inspection of headlights, running lights, brake lights, and turn signals, the identification and notation of damages and the checking and maintenance of all fluid levels and manufacturer recommended tire pressure. 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, Eligible Renter may not drive the vehicle and must have it towed to a repair shop designated by EAN or Affiliate.

Maintenance: Upon three (3) days' prior notification from EAN or an Affiliate, Customer agrees to make themselves and each vehicle available for the purposes of inspection and/or maintenance every thirty (30) days. An Affiliate or a contractor of Affiliate will perform preventative maintenance and warranty repairs, at Affiliate's expense. If preventative maintenance and/or repairs are required at a location other than Customer's offices, EAN or Affiliate will provide a replacement truck at no additional charge.

Notwithstanding the provisions of the Agreement, for any rental pursuant to this Amendment, Customer shall be age 21 or older (or 18 or older if required by law).

Exclusions: Rates do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, mileage, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as damage waiver ("DW"), or liability protection ("LP").

DRIVER PROTECTION PRODUCTS: Base Rental Charges in the U.S. include the Driver Protection Product(s) below:

DW FOR BUSINESS RENTALS. For rentals to Customer's employees and agents ("Representatives") for business use who are 21 years old or older only, Base Rental Charges include full DW (with $1,000 Customer retained responsibility) upon the terms and subject to the limitations set forth in the renting location's then standard form of Rental Contract.

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Insurance: Customer shall maintain the following insurance coverage during the term of this Agreement: commercial automobile liability for $1,000,000 combined single limit, including coverage for “any auto” or “hired auto”. Customer shall ensure EAN, its parent, affiliates and their officers; directors and employees will be named as an additional insured and loss payee under the comprehensive general liability and commercial automobile insurance policies for any claims arising out of the acts or omissions of Customer, its employees, agents or contractors. Customer shall provide EAN with a copy of a Certificate of Insurance evidencing the above insurance coverage and shall notify EAN of any material change in such insurance thirty (30) days prior to such change. In addition, the Certificate of Insurance shall provide that the carrier agrees to provide the foregoing notices to EAN or Affiliates in the event of any such changes.

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Schedule 4 to Attachment E (Statement of Work – Commercial Truck Rental Services)

TRUCK PROGRAM D: With Liability Only

Notwithstanding anything to the contrary within the Agreement, this schedule and the terms and conditions of the Agreement apply to rentals at Enterprise Commercial Truck brand locations in the United States

SIPP CODE	VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES	MILEAGE CHARGES	DAILY MILEAGE INCLUDED	WEEKLY MILEAGE INCLUDED	MONTHLY MILEAGE INCLUDED
DBOX	16' Box	$73.50	$374.50	$1,622.00	$0.14/mile	0	0	0
FBOX	24' Box	$78.50	$399.50	$1,730.00	$0.14/mile	0	0	0
GBOX	26' Box	$83.50	$424.50	$1,838.00	$0.14/mile	0	0	0
OPAR	3/4-ton pickup 2wd	$63.50	$324.50	$1,405.00	$0.14/mile	150	750	3,000
OQAR	3/4-ton pickup 4wd	$68.50	$349.50	$1,513.00	$0.14/mile	150	750	3,000
UPAR	1-ton pickup 2wd	$73.50	$374.50	$1,622.00	$0.14/mile	150	750	3,000
UQAR	1-ton pickup 4wd	$78.50	$399.50	$1,730.00	$0.14/mile	150	750	3,000
RKAR	Cargo Van	$56.50	$289.50	$1,253.00	$0.14/mile	150	750	3,000
UKAR	High-top Cargo	$63.50	$324.50	$1,405.00	$0.14/mile	150	750	3,000
BCUT	12' Cutaway	$61.50	$314.50	$1,362.00	$0.14/mile	0	0	0
DCUT	14-15' Cutaway	$66.50	$339.50	$1,470.00	$0.14/mile	0	0	0
BBOX	12' Box	$66.50	$339.50	$1,470.00	$0.14/mile	0	0	0
ASTK	10' Stakebed	$78.50	$399.50	$1,730.00	$0.14/mile	0	0	0
BSTK	12'-14' Stakebed	$83.50	$424.50	$1,838.00	$0.14/mile	0	0	0
DSTK	15-16' Stakebed	$83.50	$424.50	$1,838.00	$0.14/mile	0	0	0
FSTK	24' Stakebed	$93.50	$474.50	$2,055.00	$0.14/mile	0	0	0
GSTK	26' Stakebed	$93.50	$474.50	$2,055.00	$0.14/mile	0	0	0

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

January 1, 2020

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	Location
$6.50	St. Louis, Atlanta, Houston, Orlando, Dallas, Boston, New Orleans, Washington DC, Philadelphia, Baltimore, San Francisco, Northern Ohio, Pittsburgh, Tampa, Jacksonville, Washington State, Alaska, Oregon, Southern New England, Rhode Island, Arizona, North Carolina, Nevada, Mid Pennsylvania, North Texas
$10.50	Chicago, New York, Southern California, South Florida
$16.50	Commonwealth of Puerto Rico
$15.00	State of Hawaii
$24.50	State of New York (unless otherwise indicated); NY/CT/NJ Metro including Westchester, Islip, Stamford & Jersey City
$28.50	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens & Staten Island)

Terms & Conditions:

Rates for Truck rentals hereunder are subject to change annually on or after each anniversary of the Effective Date hereof.

In the event of a direct conflict between the terms of this schedule and the terms of the agreement the terms of this schedule will govern for rentals from a truck rental facility.

Daily Rates: Based on a 24-hour billing cycle.

Mileage Charges: Rates include free miles as set forth above. Any additional miles will be charged at the rate set forth above.

Inspection: Customer agrees to require its Eligible Renters to perform daily visual inspections on rental vehicles including but not limited to the inspection of headlights, running lights, brake lights, and turn signals, the identification and notation of damages and the checking and maintenance of all fluid levels and manufacturer recommended tire pressure. 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, Eligible Renter may not drive the vehicle and must have it towed to a repair shop designated by EAN or Affiliate.

Maintenance: Upon three (3) days' prior notification from EAN or an Affiliate, Customer agrees to make themselves and each vehicle available for the purposes of inspection and/or maintenance every thirty (30) days. An Affiliate or a contractor of Affiliate will perform preventative maintenance and warranty repairs, at Affiliate's expense. If preventative maintenance and/or repairs are required at a location other than Customer's offices, EAN or Affiliate will provide a replacement truck at no additional charge.

Notwithstanding the provisions of the Agreement, for any rental pursuant to this Amendment, Customer shall be age 21 or older (or 18 or older if required by law).

Exclusions: Rates do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, mileage, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as damage waiver ("DW"), or liability protection ("LP").

LIABILITY PROTECTION. For rentals to Customer's Representatives for business use 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

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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 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 Customer as an Additional Insured will be issued upon request. Insurer and policy terms subject to change without prior notice to Customer.

PHYSICAL DAMAGE TO RENTED VEHICLE. Customer shall maintain Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle rented hereunder) covering all vehicles rented pursuant to this Agreement.

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ATTACHMENT F – Statement of Work – Leisure Program

Attachment F–
Statement of Work – Leisure Program

1. DISCOUNT AND BRANDS.

a. The amount of the Discount may vary by rental transaction and shall be determined by Supplier in its sole and absolute discretion. The Discount shall apply to the Publicly Available Rates (as defined below) at participating locations when Customers book using the assigned Contract ID through an Approved Reservation Channel. For purposes of this Agreement, "Publicly Available Rate(s)" means retail rates that Supplier makes available to the general public on the applicable Website and that are available without the use of a corporate discount program, coupon, promotional, membership or other code.

b. To receive a Discount, the Contract ID assigned to Company must be provided at the time of reservation, and proof of member affiliation, such as the membership number, may need to be proved in order to receive the Discount. For the avoidance of doubt, the Discount cannot be used in combination with any other discount and does not apply to previously discounted rates, including, but not limited to (i) discounts or promotions as a result of memberships or other affiliations (such as Emerald Club or Alamo Insiders); (ii) discounts offered to Supplier's other partners or corporate customers that are specific to that partner or corporate customer; (iii) other Supplier discount or promotional activities, (iv) special pricing offered through Supplier's own branded websites; (v) pricing made available for distribution through opaque channels; or (vi) pricing made available through tour operators/aggregators for the purpose of bundling with air and/or hotel. The Discount shall only apply to the standard time and miles rate and not taxes, surcharges, recovery fees, optional products or services, or other fees or charges. Other standard rental conditions and restrictions may apply.

c. The Rental Program shall only apply to the following Brand(s):

Brand	Reservation Line	Website
enterprise	1-800-Rent-A-Car (1-800-736-8222)	www.enterprise.com
National	1-800-Car-Rent (1-800-227-7368)	www.nationalcar.com
Alamo	1-800-Go-Alamo (1-800-462-5266)	www.alamo.com

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2. PERFORMANCE REBATE.

a. E&I Cooperative Services will be eligible to receive a rebate on Net Time and Mileage Revenue (as defined below) from rentals of vehicles by E&I Cooperative Services under the terms of the Agreement when such E&I Cooperative Services customers book using the assigned Leisure Contract ID through an Approved Reservation Channel ("Rebate Eligible Rentals"). For purposes of clarification, the rebate will not include time and mileage revenue for reservations made through any other reservation channel, for example and without limitation, third-party on-line travel sites or travel agents.

c. The Rebate will be calculated on a calendar quarter basis during the term of this Agreement and paid within forty-five (45) days from the last day of that quarter.

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PARTNER BOOKING KIT

1. Applicability: This Attachment provides Customers access to reservations for vehicle rentals from Supplier's Brand(s) only, and no other rates or services shall be displayed on the Reservation Widget or otherwise available to Customers via the Reservation Widget.

2. Supplier Responsibilities: Subject to the terms and conditions of this Agreement, Supplier will (a) deliver to Company the Partner Booking Kit software code (hereinafter "PBK Code") and implementation guide relating thereto and assist Company as provided herein in the installation and testing thereof, (b) provide Customer access, directly on the Company's website via the Reservation Widget, to the services, car classes, rates and availability of vehicles at the participating locations for the Brand(s), and (c) track the reservations made by means of the Reservation Widget.

3. Company Responsibilities:

a. Company shall (a) select and effect customizations (without alteration or other modification of the PBK Code) of the design, function, look and feel of the Reservation Widget, (b) install the PBK Code on a non-production test site for testing during the implementation process, and conduct all testing and acceptance procedures as directed by Supplier, (c) add the PBK Code to a production environment on Company's web site following successful testing, and (d) verify successful launch of the Reservation Widget

b. Company will install the PBK Code only on a website agreed to in writing by the parties.

c. Company shall not modify the PBK Code or modify or change the functionality of or otherwise tamper with the PBK Code except as directed by Supplier and shall not install the PBK Code on any other website without Supplier's prior written consent. Company shall not disclose the PBK Code to any third party or use the PBK Code for any other purpose other than as set forth herein.

d. Company shall (a) comply with all rules, policies, guidelines and other requirements with respect to the use of the PBK Code provided to Company by Supplier from time to time, and (b) comply with all federal, state, and local laws and regulations applicable to Company's use of the PBK Code.

e. No Payments: Neither party shall have any payment obligation with respect to the delivery and/or use of the PBK Code as contemplated herein.

4. No Warranties; Disclaimers: COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT COMPANY'S USE OF THE PBK CODE AND THE RESERVATION WIDGET IS AT COMPANY'S SOLE RISK. THE PBK CODE AND THE RESERVATION WIDGET ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PBK CODE AND RESERVATION WIDGET OR ANY PART OR ELEMENT THEREOF. IN ADDITION, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE PBK CODE AND THE RESERVATION WIDGET. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUPPLIER OR A REPRESENTATIVE OF SUPPLIER SHALL CREATE A WARRANTY.

5. Term and Termination: This Attachment may be terminated by either party upon thirty (30) days advance written notice to the other party. Upon termination, Company shall immediately cease using the PBK Code and the Reservation Widget. Termination of this Attachment shall not affect the remaining terms of this Agreement which shall remain in full force and effect and binding upon the parties hereto until terminated.

6. Relationship of Parties: This Agreement shall not limit either party's present or future business activities of any nature, including business activities which could be competitive with the other party, except to the extent such activities would involve a breach of any express provision of this Agreement.

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January 1, 2020

ATTACHMENT G - Young Driver Authorization

This program requires specific approval by EAN with respect to each member requesting this. Unless approved, Eligible Renters and Additional Authorized Drivers must be 21 years of age or older. If approved, this will be addendum Young Driver Authorization to Exhibit D Car Rental Services

This applies to rentals at EAN and Affiliate locations in the US and Puerto Rico

Standard driver and credit rental qualifications apply. Notwithstanding language that may be contained in other sections of this Agreement, specifically including those sections detailing Physical Damage, Damage Waiver, and Liability terms, EAN agrees to provide car rental services to Customer's Eligible Renters who are at least eighteen (18) years of age and are renting vehicles for business purposes, subject to the following terms:

Customer hereby assumes liability for and hereby agrees to indemnify and hold harmless EAN, its Affiliates, their parents, subsidiary companies, and Licensees from any and all liabilities, losses, damages, penalties, fines, and attorney fees of whatever kind or nature, imposed on, incurred by, or asserted against EAN, its Affiliates, their parents, subsidiary companies, and Licensees 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, Damage Waiver will not apply to Customer's Eligible Renters between the ages of eighteen (18) and twenty (20) inclusive.

EAN will not assess an additional charge when Customer's Eligible Renter or Authorized Driver is between the ages of eighteen (18) and twenty-four (24) inclusive, provided that the rate selected at the time of rental is a rate or discount specified in this Agreement.

The following additional restrictions shall also apply:

Eligible drivers must be approved by the Customer prior to renting or driving any vehicle.
Customer agrees to maintain insurance coverage as described below.
Restricted to Economy, Compact, Midsize/Intermediate, Standard, Full-size vehicles, and Minivans.

Customer agrees to obtain and maintain in full force and effect at all times throughout the term of this Agreement the following insurance coverage with respect to the acts or omissions of such Customer and/or any of its employees or persons driving with the permission of the insured (including its Eligible Renters and any permissive Additional Authorized Drivers under a Rental Contract):

General liability insurance in an amount not less than $5,000,000 combined single limit per occurrence inclusive of excess coverage, if necessary, for Customer's employees and students only;

Primary commercial automobile insurance, including bodily injury liability and property damage liability coverage, covering owned, non-owned and hired autos (including vehicles rented by its Employees under Rental Contracts) and insuring such Customer's liability for negligence arising out of the use or operation of vehicles by its employees or persons driving with the permission of the insured (including its Employees and any permissive operators under Rental Contract), in an amount not less than $5,000,000 combined single limit per occurrence, inclusive of excess coverage if necessary; and, where required by law, uninsured and underinsured motorists coverage and/or personal injury protection or no-fault accident benefits in an amount equal to the minimum amount required by applicable state or provincial law.

Customer agrees that the required policies of insurance set forth in paragraphs (i) and (ii) above will, by appropriate endorsement or otherwise, name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be canceled, 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 the coverage is "primary coverage" for the protection of Customer, EAN and the Affiliates, notwithstanding any other coverage carried by EAN or any Affiliate protecting against similar risks. Original certificates evidencing such coverage and naming Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies, and EAN Trust as additional insureds shall be furnished to EAN, as reasonably requested by EAN from time to time.

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ATTACHMENT H - Signature on File

If elected, make this a Signature on File addendum to Exhibit D SOW – Car Rental Services SCHEDULE 13

Signature on File. As part of any Enterprise branded rental transaction in which EAN or Affiliate delivers possession of a rental vehicle to an Eligible Renter or agent of Customer other than the Eligible Renter intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer'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 Eligible Renter intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Eligible Renter intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt from such Eligible Renter confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Eligible Renter under the age of 21 or as provided by law, or use by any Eligible Renter other than for Business Use, or use by any Eligible Renter not possessing a valid driver's license issued by the state or province in which the Eligible Renter resides; (e) in the United States, Customer will be responsible for ensuring compliance with California Vehicle Code Sections 14604-14609 and in Canada or the United States, in any other state's or province's comparable law by assuming EAN or Affiliate's responsibility to compare the signature of the Eligible Renter to whom the vehicle is to be rented to the signature of such Eligible Renter on his or her driver's license; (f) if the rental vehicle is a passenger van with seating for over 10 occupants, Customer will be responsible for distributing to all Eligible Renter drivers copies of the Large Van Addendum to the Rental Contract; and (g) Customer agrees to defend and indemnify EAN and Provider against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the use of any rental vehicle or breach of any Rental Contract term by any Eligible Renter in connection with a "signature-on-file" rental transaction, including any claim based on an allegation of negligent entrustment attributable to the incompetence of such Eligible Renter to operate the rental vehicle, or other allegation of negligence.

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January 1, 2020

ATTACHMENT I - Participant Agreement

Below is the Participant Agreement that is to be used when requested.

E&I
PARTICIPATION AGREEMENT

This Participation Agreement ("Participation Agreement" or "PA") is made and entered into this _____ ("PA Effective Date"), by and between ("Participant"), and EAN Services, LLC. ("EAN"), a Delaware Limited Liability Company.

W I T N E S S E T H:

WHEREAS, on **XXXX**, E&I Cooperative Services ("E&I") and EAN entered into that certain Master Agreement ("MA"); and

WHEREAS, the undersigned is a member of E&I's consortium purchasing program and wishes to contract with EAN for the purchase of vehicle rental services in accordance with the terms of the MSA and this Participation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the MSA referenced, the parties hereto agree to the following terms and conditions:

1. **INCORPORATION OF MASTER AGREEMENT**. The purpose of this Participation Agreement is to allow the Participant to purchase vehicle rental services from EAN at the discounted prices set forth in the MA, and this Participation Agreement shall act as a joinder agreement to the MA whereby the parties hereto agree with each other to be bound by all of the terms and conditions of the MA with respect to the Participant's vehicle rentals hereunder and thereunder. To that end, the MA is hereby incorporated herein by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the MA conflict with any terms and conditions of this Participation Agreement and/or to the extent this Participation Agreement contains terms different or in addition to the terms contained in the MA (such conflicting, different and/or additional terms in this Participation Agreement hereinafter referred to as the "Supplemental Terms"), the Supplemental Terms shall prevail.

2. **PRICING**. As of the rate effective date, (either the 1st or 15th day of a month), when rates are loaded in EAN's reservations system and available for Participant, employees of Participant ("Eligible Renters"), Participant shall receive the Rates set forth in the MA for all vehicle rentals by Participant hereunder. Eligible Renters must use the Corporate Discount Number(s) (CD#(s) assigned by EAN to Participant (XZ _____ for National and Enterprise brand Business Use rentals) when making the reservation for the rental. For international rentals, Participating Member will be offered Business Partner Rates (BPR's).

3. ***PREFERRED SUPPLIER***. *Participant agrees to recommend the Affiliates and Franchisees of the National Car Rental and Enterprise Rent-A-Car brands as preferred options to Eligible Renters renting vehicles for Business Use in the jurisdictions set forth under this Agreement. Furthermore, Participant agrees to promote the preferred provider status on its internal website and through other institution-wide internal communication networks, Participant intends to produce* ***$0.00*** *("Volume Benchmark") in time and mileage revenue for car rental services under this Agreement during each twelve-month period during its term. If Participant falls below the Volume Benchmark, EAN and Participant will work in good faith to increase total vehicle services volume to the committed levels.*

4. **COVERAGE.** United States and Puerto Rico Rentals: [Various Coverage Options to be Selected and Inserted Here]

5. ***NOTICES.*** *All notices, requests, demands and other communications under this Participation Agreement shall be given in writing and sent to the mailing addresses set forth on the signature page of this Participation Agreement. All notices shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the party specified in this Participation Agreement (except for notices of default*

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and/or notices of termination which shall be delivered pursuant to subsections (i), (ii) or (iii)) or such other address as any party may specify in writing.

6. **TERM & TERMINATION.** This Participation Agreement will commence on the PA Effective Date and will run coterminous with the MSA, including any extensions thereof. Either party may terminate this Participation Agreement upon written notice to the notified party in the event the notified party materially breaches this Participation Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the notifying party. EAN may terminate this Participation Agreement without cause upon sixty (60) days written notice to Participant, and Participant may terminate this Participation Agreement without cause upon sixty (60) days written notice to EAN.

7. **MISCELLANEOUS**. Unless otherwise defined herein, capitalized terms appearing herein shall have the meanings ascribed to them by the MA. Provided that the entire executed document rather than the signature page alone is transmitted by the signing party to the other party hereto, this Participation Agreement may be signed in duplicate and/or via facsimile (including but not limited to by electronically scanned image) and in counterparts, each of which, when so executed and delivered, shall be deemed an original and both of which taken together shall constitute one and the same instrument.

8. **PAYMENT**. Participant shall be responsible for any and all payments owed by Eligible Renters under a Rental Contract entered into pursuant to the terms of the MA.

IN WITNESS WHEREOF, Participant and EAN have executed this Participation Agreement effective as of the PA Effective Date.

EAN SERVICES, LLC.		**PARTICIPATING MEMBER NAME**	
By:	_____	By:	_____
Name:	Authorized Officer	Name:	_____
Title:	Secretary or Assistant Secretary	Title:	_____
Date:	_____	Date:	_____
600 Corporate Park Drive St. Louis, MO 63105 Attn: General Counsel		Address City, State Zip Attn: Name and Title	

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January 1, 2020

ATTACHMENT J - Statement of Work – Zimride Ridesharing System

1. **Zimride Ridesharing System:**
   a. **Promotion of and Access to Zimride Ridesharing System.** Zimride grants to E&I Cooperative the right to promote the Zimride Ridesharing System to E&I Member Institutions, all promotional statements and offers of which shall be approved by Zimride in writing prior to such release by E&I Cooperative. This Schedule does not authorize access to E&I of the Zimride Ridesharing System, as defined herein. All Member institutions that:
      (i) execute Zimride's Zimride Service Agreement, an example of which is found in Exhibit A to Attachment I (Zimride Service Agreement is subject to change at Supplier's/Zimride's sole discretion and/or based on the specific arrangement with the Member Institution); and
      (ii) provide email addresses at a domain approved by Zimride and
      (iii) maintain compliance with standard terms and conditions including but not limited to payment and use obligations,

   will be provided the right to access and use Zimride's standard proprietary dedicated ridesharing system (the "Zimride Ridesharing System") via the Internet for the purpose of facilitating ridesharing among Member Institution constituent users. Zimride will provide individuals designated in writing by Member Institutions as administrators with access to the Zimride Ridesharing System's reporting functionality and administrative controls, For purposes hereof, the term "Zimride Ridesharing System" shall expressly include any and all now existing or future created updates, modules, custom user interfaces created under 1 (b) below or otherwise, and the Facebook functionality provided under 1(c) below.

   b. **Organization User Interface.** Within thirty (30) days from the effective date of any acceptance of terms and conditions by a Member Institution (the "Launch Period"), Zimride will create and deploy a custom user interface, using Member Institution's logos, for the Zimride Ridesharing System. Notwithstanding the foregoing, if the Member Institution fails to provide its logos, complete tech setup items, and provide any additional content reasonably requested by Zimride and required to create the user interface, the Launch Period may be extended by Zimride.

   c. **Facebook Functionality.** Zimride may provide Facebook Connect single sign-on access, and profile linking to the Zimride Ridesharing System unless a Member Institution elects not to have such access.

2. **Web Hosting and Updates:** The Zimride Ridesharing System will be hosted by Zimride at Zimride's Tier IV datacenter provider. Participating Member Institutions with an executed Zimride Service Agreement will have access to all updates to the Zimride Ridesharing system, at no charge, as Zimride makes such updates generally commercially available. Updates to the Zimride Ridesharing System will generally take place between 9 p.m. PST and 6 a.m. PST and may cause the Zimride Ridesharing System to be unavailable for up to 4 hours each month.

3. **Term:** The initial term of this Schedule will commence on the Effective Date and continue until termination or expiration of the Master Agreement. Termination or expiration of the Master Agreement shall terminate this Schedule unless otherwise agreed by the Parties in Writing. Termination or expiration of the Master Agreement shall not terminate any agreement between Zimride and a Member Institution. Discontinuation of any affiliation between E&I and a Member Institution shall not terminate this Schedule or any Zimride Service Agreement.

4. **Promotional, Marketing and Media Efforts:** Zimride will provide E&I Cooperative with access to a Zimride Marketing Account Manager who will act as a liaison between Zimride, E&I Cooperative and Member Institutions. Zimride's Marketing Account Manage will provide E&I Cooperative with a marketing plan as well as Zimride's standard materials and Collateral to promote ridesharing to Member Institutions. No media release or other such communication will be provided by a party hereto which references the other party without that party's prior written consent. E&I Cooperative shall, at all times, promote the Zimride service as mutually agreed by the parties and shall use Zimride's standard marketing materials and collateral provided by Zimride except as may otherwise be agreed in advance by Zimride in writing. E&I Cooperative may create co-branded marketing materials at E&I Cooperative's expense upon mutual written agreement of the parties, subject to E&I Cooperative's compliance with Zimride's co-branding guidelines and Zimride's review and approval prior to dissemination. Zimride will provide E&I Cooperative with Zimride graphics and logos for placement on Cooperative's website and shall consult with Zimride on the best placement of links from Cooperative's web pages to the Zimride Ridesharing System.

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6. **Use and Ownership of Proprietary Information and Intellectual Property.** Zimride owns all right, title and interest in and to the Zimride Ridesharing System, including without limitation any and all custom user interfaces developed for E&I Cooperative or Member Institutions hereunder (but expressly excluding any Cooperative provided logos and E&I Cooperative specific content) and any now existing or future developed modules and updates to the Zimride Ridesharing System. All rights not expressly granted to E&I Cooperative hereunder are reserved by Zimride. Unless otherwise expressly permitted in this Schedule, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval.

7. **Disclaimer of Warranties.** Except as set forth herein or the Agreement, Zimride makes no other warranties with respect to the Zimride Ridesharing System or the subject matter of this Schedule and hereby disclaims all other warranties, express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. No warranty is made that the services will meet E&I Cooperative's or its Member Institutions requirements. E&I Cooperative acknowledges and agrees that Facebook application is a third party application made available by a third party, Facebook, Inc., and that use of the Facebook application is at E&I Cooperative's and its Member Institutions sole risk and Zimride is not responsible for Cooperative or its Member Institutions use thereof.

This Attachment I is subject to change throughout the term of the Agreement should Zimride's offerings change. The parties may amend this Attachment I at any time. E&I and Zimride will annually review this Attachment I and execute any necessary amendment.

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January 1, 2020

Exhibit A to Attachment J - Zimride Service Agreement

This Zimride Service Agreement, including all schedules attached hereto (hereafter the "Agreement") is made as of the _____ day of _____, 2019 (the "Effective Date"), by and between EAN Services, LLC, a Delaware limited liability company with offices at 600 Corporate Park Drive, St. Louis, MO 63105 (hereafter "Zimride"), and _____ _____ , a _____ organization with principal offices at _____ (hereafter the "Organization"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

This Agreement consists of this signature page and the following schedules, which are incorporated by reference and made a part of this Agreement:

Schedule A: Services, Fees and Obligations of the Parties
Schedule B: General Terms and Conditions

All notices, requests and demands, and other communications required or permitted under this Agreement will be in writing and sent to the addresses set forth above. A notice will be deemed effective: (a) upon delivery, if delivered personally to a party; (b) 1 business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (c) 3 business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the parties may be evidenced by a facsimile copy of this Agreement bearing such signature and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.

Organization Contact Information

Business Relationship Contact:	Contact for Set-up Coordination:	Accounts Payable Contact:
Phone:	Phone:	Phone:
Email:	Email:	Email:
		Purchase Order #:

In Witness Whereof a duly authorized representative of each party has executed this Agreement as of the Effective Date.

EAN Services, LLC: **Organization:**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

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January 1, 2020

Schedule A to Zimride Service Agreement

Services, Fees and Obligations of the Parties

1. Zimride Ridesharing System:

a. **Access to Zimride Ridesharing System.** Zimride grants Organization and all members of Organization with an email address at a domain approved by Zimride, the right to access and use Zimride's proprietary dedicated ridesharing system (the "Zimride Ridesharing System") via the Internet for the purpose of facilitating ridesharing among Organization's members. Zimride will provide individuals designated in writing by Organization as administrators with access to the Zimride Ridesharing System's reporting functionality and administrative controls. For purposes hereof, the term "Zimride Ridesharing System" shall expressly include any and all now existing or future created updates, modules, custom user interfaces created under 1(b) below.

b. **Organization User Interface.** Within thirty (30) days from the Effective Date (the "Launch Period"), Zimride will create and deploy a custom user interface, using Organization's logos, for the Zimride Ridesharing System. Notwithstanding the foregoing, if Organization fails to provide its logos, complete tech setup items, and provide any additional content reasonably requested by Zimride and required to create the Organization user interface, the Launch Period may be extended by Zimride.

2. Web Hosting and Updates: The Zimride Ridesharing System will be hosted by Zimride at Zimride's Tier IV datacenter provider. Organization will have access to all updates to the Zimride Ridesharing System, at no charge, as Zimride makes such updates generally commercially available. Updates to the Zimride Ridesharing System will generally take place between 9 p.m. PST and 6 a.m. PST and may cause the Zimride Ridesharing System to be unavailable for up to 4 hours each month.

3. Term of Agreement: The initial term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years. This Agreement will automatically renew for successive one (1) year periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term.

4. Promotional Efforts: Zimride will provide Organization with access to a Zimride Account Specialist, who will act as a liaison between Zimride and Organization. Zimride's Account Specialist will provide Organization with a marketing plan as well as Zimride's standard collateral to promote ridesharing to Organization's members.

5. Marketing: Organization may create co-branded marketing materials at Organization's expense upon mutual written agreement of the parties, subject to Organization's compliance with Zimride's co-branding guidelines and Zimride's review and approval prior to dissemination. Zimride will provide the Organization with Zimride graphics and logos for placement on Organization's website and shall consult with Zimride on the best placement of links from Organization's web pages to the Zimride Ridesharing System.

7. Publicity. Either party may release a press release announcing the parties' relationship hereunder with the prior consent of the other, which consent shall not be unreasonably withheld or delayed. Zimride's Account Specialist will work with Organization on any public or media communications and each party will adhere to mutually agreed upon PR guidelines. Each party agrees to use best efforts to notify the other party at least one week in advance of a written article, television story, or other third party publication being released relating to the Organization ridesharing program contemplated hereby or Zimride, and shall provide the other party with a copy of the publication at least one week before its release, and shall use best efforts to have the publisher make such modifications as the other party may reasonably request.

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January 1, 2020

Schedule B to Zimride Service Agreement

General Terms and Conditions

1) Services; Relationship of the Parties. Subject to the terms and conditions of this Agreement, Zimride will provide the services (the "Services") set forth in Schedule A. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.

2) Payment Terms. All fees payable hereunder are due within 30 days from the date of Zimride's invoice. If Organization fails to pay an invoice in a timely manner, Zimride will give Organization written notice. If Organization fails to make payment within 10 business days of Zimride's notice of late payment, then (i) Zimride will have the right to immediately cease provision of the Services, including without limitation provision of the Zimride Ridesharing System, (ii) interest will accrue on all amounts due from the original date due to the date paid, at the lesser of 1% per month or the highest rate permitted by applicable law. Organization will pay all taxes or other governmental charges (including import duties) levied in connection with the Services (except taxes on net income of Zimride).

3) Trademarks. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval. Organization hereby gives Zimride the right to use Organization' name, logos, trademarks and service marks (i) to create a custom user interface to the Zimride Ridesharing System for Organization's and its members use during the term of this Agreement, (ii) to , in Zimride's sole discretion, create marketing and advertising materials for Organization to use to promote the Service to its members and (iii) on Zimride's customer list which will be displayed on Zimride's website and in other publications.

4) Zimride Member Terms of Use. Organization acknowledges that access to and use of the Zimride Ridesharing System by Organization's members is subject to such members' agreement to and adherence with Zimride's terms of use set forth at www.zimride.com/terms. Organization is an intended Partnering Organization of the indemnity provided by Organization's members in such terms of use, which indemnity is set forth below:

"You will defend, indemnify, and hold Us and Our officers, directors, employees, agents, each organization for which Zimride facilitates ridesharing among such organization's students, employees, consultants, members and/or other individuals affiliated with such organization (a "Partnering Organization") and any other third parties harmless, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your use of the Service, including: (a) Your breach of this Agreement or the documents it incorporates by reference; or (b) Your violation of any law or the rights of a third party, including, without limitation, any allegation that any materials that You submit to Us or transmit to the Service or to Us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) Your activities in connection with the Service. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person."

5) Representations and Warranties of the Parties. Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement. Organization represents and warrants that it has all necessary rights and licenses to provide the content provided by Organization to Zimride hereunder for inclusion in the custom user interface developed by Zimride. Zimride represents and warrants that it has all necessary rights and licenses to provide the Zimride Ridesharing System and all elements thereof as contemplated herein and that operation of the Zimride Ridesharing System will be undertaken in a manner reasonably adequate for the performance of Zimride's obligations under the Agreement.

6) DISCLAIMER OF WARRANTIES. Zimride makes no warranties with respect to the Services or the subject matter of this agreement and hereby disclaims all other warranties, express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. No warranty is made that the services will meet Organization's or its members' requirements.

7) LIMITATION OF LIABILITY. Neither party will be liable to the other party for any indirect, incidental, special or consequential damages, including lost profits, loss of data or interruption of business, even if such party has been advised of the possibility of such loss. Except with respect to Organization's payment obligations and each party's confidentiality obligations, neither party's liability hereunder will exceed the fees payable for the services that are the subject of the claim. Organization acknowledges that the provisions of this

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Section represent a reasonable allocation of risk that is reflected in the fees paid by Organization. The foregoing limitation of liability is not intended to limit either party's liability for gross negligence or willful misconduct.

8) Ownership. Zimride owns all right, title and interest in and to the Zimride Ridesharing System, including without limitation any and all custom user interfaces developed for Organization hereunder (but expressly excluding any Organization provided logos and Organization specific content) and any now existing or future developed modules and updates to the Zimride Ridesharing System. All rights not expressly granted to Organization hereunder are reserved by Zimride.

9) Confidentiality. Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Organization hereunder. Notwithstanding the foregoing, Confidential Information of the disclosing party shall not be deemed to include (a) any portion of the Confidential Information of the disclosing party which the receiving party had lawfully in its possession prior to the disclosure, (b) information of the disclosing party which was or becomes publicly available other than through the disclosure by the receiving party or by any person known by the receiving party to be bound by a confidentiality restriction, and (c) information which the receiving party can demonstrate by written evidence has been lawfully disclosed to it by a third party (other than a person known by the receiving party to be bound by a confidentiality restriction) who did not impose on the receiving party any restriction on disclosure and who did not acquire it directly or indirectly from the receiving party. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 6 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to obtain specific performance of the receiving party's obligations and to obtain immediate injunctive relief with respect thereto.

10) Termination. If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of that breach from the other party, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors,) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible or give notice, then upon such notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. No termination for cause will be deemed a waiver of any claim for damages by the terminating party. Upon the termination or expiration of this Agreement, (i) all right to access and use the Zimride Ridesharing System shall terminate and Zimride shall deactivate Organization and its members access to and use of the Zimride Ridesharing System, and (ii) each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. Sections 4, 6, 7, 8, 9, 10 and 11 of this Agreement shall survive any termination or expiration of this Agreement.

11) Miscellaneous This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement. This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with law of the State of Florida without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in the locale of the headquarters of the non-moving party, and consent to the exclusive jurisdiction of such

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courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.

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January 1, 2020

ATTACHMENT K - Statement of Work – Enterprise Car Sales

Member Institution Discount Offer: Where allowed by law, Enterprise Car Sales will offer a percentage discount, up to 5% to E&I Member Institutions off the online list price for used vehicles. Specific discounts will be based on volume, pricing at the time of order, and market conditions. The percentage discount will be determined by Enterprise Car Sales at its sole discretion and will be subject to certain restrictions as determined by Enterprise Car Sales. Offer available only to E&I Member Institutions at Enterprise Car Sales Dealerships, for one year from the Effective date of the Master Agreement between E&I Cooperative and Supplier. Offer cannot be combined with any other offer. Not valid on previous purchases. Percentage discount offer not valid in TX and OR. Restrictions may apply.

Member Institution Employee Discount: Where allowed by law, Enterprise Car Sales will provide a vehicle trade in offer for employees of E&I Member Institutions. The following terms and conditions apply:

- KBB Trade in Value + $250 (Offer prohibited in Alaska, Hawaii, Kentucky, Louisiana, Maryland, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, Texas, Virginia and Washington, D.C.): Kelley Blue Book Trade-In Values used by Enterprise are obtained from © 2019 Kelley Blue Book Co.'s website KBB.com. Kelley Blue Book Trade-In Value is based on accurate condition rating and mileage of vehicle. Accurately appraising the condition of the vehicle is an important aspect of determining its Kelley Blue Book Trade-In Value. Kelley Blue Book valuation adjustments for vehicle mileage disproportionate to the age of the vehicle may be capped by Enterprise Car Sales at 20% of the vehicle's base value. If a Kelley Blue Book Trade-In value is not available for customer's vehicle Enterprise will provide a fair and competitive value for customer's vehicle. Additional trade-in value of $250 is available only on passenger vehicles and light duty trucks, with a Kelley Blue Book Trade-In Value and when a vehicle is purchased from Enterprise. Customer is responsible to any extent vehicle pay-off exceeds Enterprise offer. Customer must provide required proof of ownership/registration and all other necessary paperwork to transfer title. Offer only valid on one trade-in for each Enterprise vehicle purchase. Restrictions apply. For details, see a Sales Consultant. Offer void where prohibited including AK, HI, KY, LA, MD, NE, NM, OK, OR, SC, TX, VA and Washington, D.C. Offer valid for one year from the Effective date of the Master Agreement between E&I Cooperative and Enterprise. Customer must be an employee of an E&I Member Institution to redeem this offer. Must offer proof of employment. One offer per Customer. No cash advances. Cannot be combined with any other offers. Used vehicles were previously part of Enterprise short-term rental and/or lease fleet or purchased by Enterprise from other sources including auto auctions, with previous use possibly short-term rental, lease or other.
- KBB Trade in Value + Up to $250 (Offer valid ONLY in Maryland, New Mexico, Oregon, Virginia and Washington, D.C.): Kelley Blue Book Trade-In Values used by Enterprise are obtained from © 2019 Kelley Blue Book Co.'s website KBB.com. Kelley Blue Book Trade-In Value is based on accurate condition rating and mileage of vehicle. Accurately appraising the condition of the vehicle is an important aspect of determining its Kelley Blue Book Trade-In Value. Kelley Blue Book valuation adjustments for vehicle mileage disproportionate to the age of the vehicle may be capped by Enterprise Car Sales at 20% of the vehicle's base value. If a Kelley Blue Book Trade-In value is not available for customer's vehicle Enterprise will provide a fair and competitive value for customer's vehicle. Additional trade-in value of up to $250 is available only on passenger vehicles and light duty trucks, with a Kelley Blue Book Trade-In Value and when a vehicle is purchased from Enterprise. Customer is responsible to any extent vehicle pay-off exceeds Enterprise offer. Customer must provide required proof of ownership/registration and all other necessary paperwork to transfer title. Offer only valid on one trade-in for each Enterprise vehicle purchase. Restrictions apply. For details, see a Sales Consultant. Offer valid in MD, NM, OR, VA and Washington, D.C. Offer valid for one year from the Effective date of the Master Agreement between E&I Cooperative and Enterprise. Customer must be an employee of an E&I Member Institution to redeem this offer. Must offer proof of employment. One offer per Customer. No cash advances. Cannot be combined with any other offers. Used vehicles were previously part of Enterprise short-term rental and/or lease fleet or purchased by Enterprise from other sources including auto auctions, with previous use possibly short-term rental, lease or other.

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E&I Cooperative and Member Institutions will not create, produce, or disseminate any marketing or advertising materials regarding the above offers or any Enterprise Car Sales offer without Enterprise Car Sales' prior review and consent. Offers subject to change.

The offers above may change due to state law or regulation. Enterprise Car Sales and E&I Cooperative may agree to additional offers provided by Enterprise, for which additional terms and conditions may apply and will be executed prior to commencement of the offer. Enterprise Car Sales and E&I will review these offers annually. Offers are subject to change and amendment.

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January 1, 2020

ATTACHMENT L - Statement of Work – Commute with Enterprise

E&I will review and receive a demonstration of the overall sales process with the Commute with Enterprise corporate team.

Commute with Enterprise and each participating Member Institution will enter into a Vanpool Services Agreement. An example of the Vanpool Services Agreement to be executed by each participating Member Institution can be found in Exhibit A to this Attachment L. The Vanpool Services Agreement found in Exhibit A to this Attachment L may be subject to change at Supplier's sole discretion and/or based on the specific arrangement with Member Institution. Termination or expiration of the Master Agreement between Supplier and E&I Cooperative shall not terminate any agreement between Commute with Enterprise and a Member Institution. Discontinuation of any affiliation between E&I and a Member Institution shall not terminate any agreement between Commute with Enterprise and a Member Institution.

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January 1, 2020

Exhibit A to Attachment L - Vanpool Services Agreement

This Vanpool Services Agreement ("Agreement") is made and entered into by and between EAN Services, LLC, doing business as COMMUTE with ENTERPRISE ("Commute" or "Enterprise"), and _____ ("Customer" or "Employer"). Customer and Enterprise agree as follows:

1. Scope of Agreement. This Agreement shall only apply to and cover vehicle rentals for use in voluntary commuter vanpools under the Commute with Enterprise brand and by authorized (a) employees and/or (b) non-employee participants of Customer's vanpool program ("Eligible Renter(s)") at the Locations set forth on Schedule 1, and which is/are operated by Enterprise or its Affiliates, as defined below. Customer understands that Enterprise intends to, and shall have the right to, delegate the performance of certain obligations and duties under this Agreement (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of Enterprise (each, an "Affiliate" and collectively, the "Affiliates"), if use of such Affiliate is required to fulfill the obligations of Enterprise hereunder in the Locations set forth in Schedule 1.

2. Term. The term of this Agreement begins _____, 20____, ("Effective Date") and shall continue thereafter until terminated by either party by no less than ninety (90) days' prior written notice to the other party. Notwithstanding the foregoing, if either party (including, in the case of Customer, any Eligible Renter) shall default in the performance of any of its obligations or duties under this Agreement or any Operator Contract, as hereinafter defined below, and such failure shall continue for a period of ten (10) days after written notice thereof from the non-defaulting party, then the non-defaulting party shall have the right to immediately terminate this Agreement by written notice to the defaulting party, which right of termination shall be in addition to any and all other rights and remedies which the non-defaulting party may have at law or in equity.

3. Commuter Vanpool Program; Obligations of the Parties and Affiliates.
   (a) Enterprise agrees to provide its proprietary vanpool services to the Customer for the Term of this Agreement, as set forth herein: These services (which may be added, modified or eliminated at any time by written agreement of the parties) include: Dedicated Account Management, Reporting and recurring Business Reviews
   - Data Mapping and Grouping Analysis
   - Customized Marketing and Communication Tools
   - Commuter Connection Meetings
   - Vehicle Demonstrations

   (b) Enterprise agrees to make vehicles available to Eligible Renters for rental for vanpool use at the Rates provided herein when the Eligible Renter is in good standing, meets all conditions of participation in the vanpool and has executed any applicable Operator Documents. Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to in writing by Enterprise or the applicable Affiliate.

   (c) Enterprise agrees to commit their time, materials, and personnel to conduct Commuter Connection Meetings in order to provide a substantive presentation to Eligible Renters who may be viable candidates for vanpooling. Customer and Enterprise agree that these meetings will take place at location, date and time as agreed upon by the parties in writing. Enterprise agrees to bring a demonstration vehicle for the Commuter Connection Meeting. Customer agrees to be responsible for:
      (i) Providing an employee database, an anonymized list of worksite employees with home street addresses, to Enterprise strictly for mapping analysis and identification of potential vanpool participants no less than thirty (30) days prior to the Commuter Connection Meetings;

      (ii) Screening and matching all Eligible Renters' work hours prior to a Commuter Connection Meeting; and

      (iii) A minimum meeting attendance of at least ten (10) Eligible Renters (per meeting) not already participating in an Enterprise commuter vanpool program.

   (d) The Customer agrees to provide the following Incentive(s) to Eligible Renters who choose to participate in the Enterprise commuter vanpool program:

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- Preferred commuter vanpool Parking
- Pre-tax Payroll Deduction
- Employer Subsidy ($xxx/mo. per employee, per vanpool, etc.)

(f) Customer agrees to pay Enterprise or the applicable Affiliate, as directed by Enterprise, upon demand for all rentals as set forth immediately above.

(g) The parties may jointly develop a written marketing plan for the Enterprise commuter vanpool program and may agree, for time to time, to allow one another to use or refer to the other by name for the promotion of the program. Except as may be agreed to by each respective party in writing, no right or license, either express or implied, to use any information, trademark, logo or other proprietary information belonging to the other party shall be allowed hereunder.

(h) Eligible Renters will not be paid drivers and, with the exception of cost-sharing incentives from Customer or other participants, if any, will receive no remuneration for driving any vehicles under this Agreement.

4. Preferred Provider Status. Customer agrees to promote Enterprise as the preferred provider of vanpool services to Eligible Renters. In addition, Customer agrees to promote Commute with Enterprise on its internal website and through other company-wide internal communication networks. Customer grants Enterprise the right to promote its preferred provider status to Eligible Renters.

5. Operator Documents. Prior to participation in the Enterprise commuter vanpool program, an Eligible Renter must execute the then-standard driver or coordinator agreement of Enterprise or the applicable Affiliate with which the vehicle rental first occurs ("Operator Document"). Individuals not acting as a driver or coordinator are not required to complete any Operator Documents but may be required to agree to other terms of ridership including but not limited to submission of additional information. In the event of a direct conflict between the terms of this Agreement and the terms of any Operator Document, the terms of this Agreement will govern. However, the specific terms of each Operator Document will govern to the extent not directly in conflict with the terms of this Agreement. Customer acknowledges and agrees that the Commute with Enterprise program may differ by Location based upon applicable state law governing the provision of vanpool services by Enterprise or an Affiliate.

6. Rental Rates. For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the base rental rates ("Rates"), which may differ by Location, and are set forth in Schedule 2 of this Agreement**.** With each successive contract year, Enterprise shall have the right, upon thirty (30) days' prior notice to Customer, to increase the Rates no more than 5%.

7. Indemnification. Each party hereby agrees to defend, indemnify and hold harmless the other party and its parent corporations, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims made by any third party (including, without limitation, any governmental or regulatory body, instrumentality, authority, agency or official) against any indemnified party (including any and all damages, losses, liabilities, costs and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith) relating to or arising out of or in connection with (a) the negligent, wrongful, tortious or criminal acts or omissions of the indemnifying party or any of their respective directors, officers, employees and/or agents, (b) the use or operation of any vehicle by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, employees and/or agents and/or (c) any breach of this Agreement or any Operator Document by the indemnifying party or any of their respective directors, officers, employees and/or agents. The indemnification obligations set forth herein shall survive termination of this Agreement. The liabilities of Enterprise and its Affiliates, as applicable, shall be several and not joint.

8. Assignment. Subject to Section 1 above, neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. Eligible Renters. In order for an Eligible Renter to be eligible to operate a vehicle from Enterprise or an Affiliate under this program, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 25 or older (unless otherwise required by law), and meet the renter qualifications of the Enterprise commuter vanpool program and the applicable Affiliate at the applicable renting Location. Unless applicable law requires otherwise, the Vehicle may NOT be driven by anyone except the

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Eligible Renter with an executed Operator Contract. Customer will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.

10. Confidential Information. "Confidential Information" shall have the same meaning as defined in the Confidentiality Agreement between the parties dated _____. The terms and conditions of the Confidentiality Agreement are incorporated herein by this reference. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. The confidential obligations of this section shall survive the termination of this Agreement.

11. Miscellaneous. Customer agrees that Enterprise and the Affiliates may share information provided by Customer to Enterprise or any Affiliate with their respective Affiliates in order to provide the services as set forth in this Agreement. The Agreement represents the entire and complete understanding of the parties with respect to the subject matter set forth herein. No amendment to or modification of this Agreement or any Schedule is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. This Agreement shall be governed by the substantive laws of the state or province listed as part of Customer's address below. Receipt of an executed signature page to this Agreement by facsimile, pdf or other electronic transmission shall constitute effective delivery thereof.

11. Notices. Notices or other communications under this Agreement shall be in writing and shall be effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the addresses set forth below (or to such other address(es) as either party may from time to time provide the other).

EAN Services, LLC
d/b/a Commute with Enterprise
_____
_____
Attn:_____

With a copy to:
Commute with Enterprise
Attn: Vice President
600 Corporate Park Drive
St. Louis, MO 63105

With a copy to:
General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

Company:

Address:
City, State, Zip:
Attn::

Schedules **1 and 2** are made a part of this Agreement.

EAN Services, LLC		**CUSTOMER**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

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January 1, 2020

ATTACHMENT M - Statement of Work – Enterprise CarShare

CarShare Rates

	Vehicle Types											
	Economy	Compact	Intermediate	Full Size	Hybrid/Electric - Fuel Efficient	Standard SUV	8 Passenger MiniVan	12 Passenger Van	15 Passenger Van	Luxury	Ultra-Low Emission Vehicles ("ULEV")	Zero Emission Vehicles ("ZEV")
Hourly Rate	$ 7.00	$ 7.00	$ 7.50	$ 8.00	$ 15.00	$ 11.00	$ 11.00	$ 15.00	$ 15.00	$ 15.00	$ 20.00	$ 20.00
Peak Hours Rate	$ 8.00	$ 8.00	$ 8.50	$ 9.00	$ 16.00	$ 12.00	$ 12.00	$ 16.00	$ 16.00	$ 16.00	$ 21.00	$ 21.00
Non-Peak Hours Rate (6pm to 6am)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Full Day (1 day) Rate	$ 56.00	$ 56.00	$ 60.00	$ 64.00	$ 120.00	$ 88.00	$ 88.00	$ 128.00	$ 120.00	$ 120.00	$ 169.00	$ 169.00
Weekend Rate	$ 66.00	$ 66.00	$ 70.00	$ 74.00	$ 130.00	$ 96.00	$ 96.00	$ 138.00	$ 130.00	$ 130.00	$ 179.00	$ 179.00
# of Miles included per day	200	200	200	200	200	200	200	200	200	200	200	200
Additional Miles Rate after the Daily Mileage limit (5¢ per mile)	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20
Minimum # of Hours (What are the time increments? 10/15/30 min.?)	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes	15 minutes
# of Hours included in Full Day Rate	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours	8 hours
Overnight Surcharges/Fees	na	na	na	na	na	na	na	na	na	na	na	na
Late Fees	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
Cleaning Fees	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
Navigation Rental Fee	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Driver Fees	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spous	included for Spouse
Insurance Charges	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded	inlcuded

CarShare Program Terms and Conditions

1. Term; Termination.

(a) The term of these CarShare Terms and Conditions shall commence on XXXXXX, (the "Commencement Date") and, unless terminated earlier in accordance with this CarShare Terms and Conditions shall end on the next anniversary of the Agreement Effective Date (the "Initial CarShare Term"). Thereafter, the CarShare Terms and Conditions shall continue from year to year unless either party provides sixty (60) days' advance written notice of termination. Termination of the Agreement at any time shall terminate this CarShare Terms and Conditions.

(b) The expiration or earlier termination of this CarShare Terms and Conditions shall not affect any rights or obligations under the Agreement or this CarShare Terms and Conditions which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to expiration or earlier termination, or any rights or obligations which this CarShare Terms and Conditions specifies shall not end upon such expiration or earlier termination, and such rights and obligations shall continue to be governed by the terms of this CarShare Terms and Conditions and the Agreement, as the case may be. As to any Enterprise CarShare® rental period that has commenced prior to the date on which this CarShare Terms and Conditions expires or is terminated, the terms, provisions and conditions of this CarShare Terms and Conditions will continue to apply for the remainder of such Enterprise CarShare® rental period.

(c) Upon the expiration or termination of this CarShare Terms and Conditions, Customer shall immediately (i) return all Vehicles to EAN, (ii) return all Enterprise CarShare® materials, including, without limitation, all policies, procedures, manuals and promotional and training materials to EAN and (iii) cease all use and display of the Proprietary Information (as hereinafter defined).

2. Preferred Provider Status. Customer will promote EAN as its preferred provider of Vehicles made available for rental services to all Authorized Users of Customer at the Location(s) who desire to rent a Vehicle. As a preferred provider, Customer agrees to recommend EAN as the first option to all Authorized Users who desire to rent a vehicle at any Location(s).

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3. Enterprise CarShare® Program and Process.

(a) EAN shall cause its Affiliates operating Enterprise Rent-A-Car brand rental locations and servicing the respective Location(s) to make an agreed upon number of Vehicles available to Authorized Users for rental at the Locations serviced by EAN as set forth in Exhibit B hereto, at the rates and benefits, and upon and subject to the Enterprise CarShare® terms and conditions (the "ECS Terms and Conditions"), a copy of which can be found at www.enterprisecarshare.com and is also available upon request. EAN's operating Affiliates have authorized EAN to negotiate in their name and on their behalf the Rates and terms and conditions of the Program for the Customer

(b) Each Authorized User must apply, register and agree to the ECS Terms and Conditions and must meet EAN's normal driver qualifications as such qualifications may be changed from time to time by EAN. EAN may require occasional personal meetings with each Authorized User in order to confirm driver qualifications and familiarize the Authorized User with the Enterprise CarShare® Program. EAN reserves the right in its sole and absolute discretion to refuse to rent a Vehicle to any particular Authorized User.

4. Rental Rates. For "Business Use" rentals, EAN shall charge the rates as set forth in Exhibit C hereto. "Business Use" rentals shall be defined as rentals which are paid, in whole or in part, by Customer or for which the Authorized User is reimbursed, in whole or in part, by Customer. In the event the Agreement contemplates rentals for leisure use, the rental rates for the Vehicles to be rented at each Location will be determined by EAN and Customer shall have no right to change any of such rates or to charge any other rates for the Vehicles to be rented at such Location. EAN may change its rate schedules for the Program from time to time in its sole discretion. All such rates will be published and available on www.EnterpriseCarShare.com and will be updated as necessary from time to time.

5. Rental Processing Procedures and Obligations.

(a) Rental Processing; Availability of Vehicles. Through its Enterprise CarShare® hardware and software, EAN will process, track and complete Vehicle rental transactions and rental periods reserved by Authorized Users and confirmed by EAN through www.EnterpriseCarShare.com. Customer and EAN will from time to time discuss whether Vehicles are being provided in such quantities and at such times as are meeting the rental needs of Customer and its Authorized Users. With respect to the supply of additional Vehicles, it is understood by the parties that EAN will cooperate and consult with Customer to accommodate the needs of Customer's Authorized Users to the extent EAN is reasonably able to do so, but any addition or reduction of Vehicles shall be made in the sole discretion of EAN, based generally upon membership enrollment and Vehicle utilization.

(b) Obligations of Customer. Customer will:

(i) keep the Vehicles supplied by EAN safe and secure while at the Location(s); and

(ii) immediately notify EAN of any Vehicle found to be damaged (other than minor cosmetic damage), in disrepair or that may be in an unsafe condition; and

(iii) immediately report to EAN any accident, property damage or personal injury involving or associated with any Vehicle, the theft of any Vehicle or the fact that any Vehicle is missing, unaccounted for or not returned at the time called for in the reservation; and

(iv) cooperate with EAN in providing training to its Authorized Users on proper rental procedures and policies and cooperate with EAN in promoting access to and utilization of the Program to the Authorized Users and potential Authorized Users; and

(v) permit EAN, with approval by Customer which will not be unreasonably withheld, to, at its expense, place, erect or install such signs and advertising materials at each Location serviced by EAN as it reasonably requests, subject to any requirements of the owner of such facility (if other than Customer) and to any requirements of any applicable, law, rule or regulation; and Customer will place and display Enterprise CarShare® signage as provided by EAN at designated parking spots at each Location serviced by EAN.

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(c) Obligations of EAN. EAN will:

(i) subject to availability, furnish Vehicles to Customer's Authorized Users, as reserved, only for Location(s) serviced by EAN; and

(ii) furnish Customer with sufficient quantities of forms, brochures and materials as EAN may from time to time prescribe and which EAN, in consultation with Customer, considers necessary or appropriate for the adequate promotion of the Program; and

(iii) provide to Customer the instructions and procedures to be followed by Customer and Authorized Users in the rental of Vehicles as part of the Program; and

(iv) from time to time provide instruction and training to Customer and Authorized Users on how to apply for membership, reserve, use and process rentals under the Program; and

(v) perform all regular and necessary inspections, maintenance and upkeep (including periodic exterior and interior cleaning) of the Vehicles and arrange for the maintenance or repair of any damaged Vehicle(s).

6. ECS Terms and Conditions. The ECS Terms and Conditions shall govern all rentals made by Authorized Users under this CarShare Terms and Conditions. The ECS Terms and Conditions may be amended or modified from time to time by EAN as to form or content, and enforcement shall be the sole responsibility of EAN, with the reasonable cooperation of Customer. If the terms and conditions herein or in the Agreement are inconsistent with the ECS Terms and Conditions, the terms herein, or in the Agreement, as the case may be, shall prevail.

7. Fees and Compensation. Customer shall pay EAN at the rates and on the terms as set forth in **Exhibit C**, attached hereto and incorporated by reference herein.

8. Risk of Loss; Insurance.

(a) Physical Damage to the Vehicle:
In the event the Agreement provides Damage Waiver in connection with Business Use rentals, such Damage Waiver shall be as set forth in the Agreement including any exceptions therein or herein or in the ECS Terms and Conditions that list those circumstances and/or activities that void such DW, and shall apply to Authorized Users who are 21 years old or older, unless otherwise provided.

(b) Liability Protection:
In the event the Agreement provides additional Liability Protection in connection with Business Use rentals, such Liability Protection shall be as set forth in the Agreement, including any exceptions therein or herein or in the ECS Terms and Conditions that list those circumstances and/or activities that void such DW, and shall apply to Authorized Users who are 21 years old or older, unless otherwise provided.

9. Indemnity. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims made by any third party (including, without limitation, any governmental or regulatory body, instrumentality, authority, agency or official) against any indemnified party (including any and all damages, losses, liabilities, costs and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith) relating to or arising out of or in connection with (a) the negligent, wrongful, tortious or criminal acts or omissions of the indemnifying party, (b) the use or operation of any Vehicle by the indemnifying party and its respective employees and/or agents or Authorized Users while on a rental for business use and/or (c) any breach of this Agreement.

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10. Driver's License Validity Check. An individual's eligibility for use of any Vehicle is subject to a check, either manually or electronically, of the validity of the individual's official driver's license. On receipt of written consent to perform such check, EAN (or its third party designee) may complete the validity check on (i) receipt of application for membership and prior to approval, (ii) the annual anniversary of the individual's enrollment in the Enterprise CarShare® Program and (iii) upon the individual's driver's license expiration date. Any discrepancies discovered concerning the validity of the driver's license can result in revocation of access as an Authorized User. EAN shall notify the individual that he or she may revoke consent at any time, upon written notice to EAN at Admin@EnterpriseCarShare.com. EAN shall not obtain a driving license validity check for an individual who has not consented to the check, but EAN is under no obligation to rent a Vehicle to any individual that has not so consented.

11. Miscellaneous. **Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and Authorized Users and all other terms under this CarShare Terms and Conditions.** This CarShare Terms and Conditions , the ECS Terms and Conditions (as well as the Agreement) entered into between EAN, Customer and/or an Authorized User sets forth the entire understanding between the parties and may only be amended in a written document signed by each party (except for changes to the ECS Terms and Conditions which may be made by EAN at any time in its sole discretion). In the event of a conflict between the terms of these CarShare Program Terms and Conditions and those of the Agreement, then these CarShare Terms and Conditions shall govern.

The terms and conditions of the Agreement, except as duly modified by this and previous amendments or addendums, if any, remain in full force and effect. Except for the terms and conditions set forth herein, all other terms and conditions of the Agreement shall apply to this CarShare Terms and Conditions and shall remain in full force and effect.

EAN Services, LLC	**CUSTOMER**
By_____	By_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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Exhibit A - Enterprise CarShare® Authorized Users

Authorized Users that are 21 years of age and older with a valid Driver's License who apply for and are approved for membership are Authorized Users. Eligibility of Authorized Users may be amended upon mutual written agreement of the parties.

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Exhibit B - Enterprise CarShare® Location(s)

Customer is responsible for providing the number of parking spaces indicated below for the Enterprise CarShare® Program and for any costs associated with these parking spaces. One (1) Enterprise CarShare® Vehicle will be parked at each of the following locations:

1.
2.

The number of Enterprise CarShare® Vehicles and Locations may be amended or modified upon mutual written agreement of the parties.

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Exhibit C - Enterprise CarShare® Program and Fees

A. **Rates:**
From the Commencement Date until the next anniversary of the Agreement Effective Date, Customer agrees to pay EAN the below rates for each car class, per month, for each Vehicle located at its facility as stated in Exhibit B, plus any applicable taxes.

Intermediate-size Vehicle (Nissan Sentra or similar):	$XXXX.XX
Mid-Size SUV (Nissan Rouge or Similar):	$XXXX.XX

On each subsequent anniversary of the Agreement Effective Date, EAN shall have the right to increase such Rates by up to three percent (3%) for each vehicle class.

B. **Mileage and Additional Miles:** 2500 miles per month per vehicle and $.35/mile for each additional mile thereafter.

C. **For Business Use Payment of Member Application and Annual Membership Fee:** All Authorized Users shall pay EAN an (i) Application Fee; and (ii) Membership Fees. The Application Fee is $0.00 plus applicable taxes, per request to be an Enterprise CarShare® Authorized User, and may be increased by EAN. The annual Membership Fee is $25 plus applicable taxes, per Authorized User. First year Membership Fee is waived.

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ATTACHMENT N - Statement of Work - Participant Customization Fo

Option 1

E&I Cooperate Service Inc (E&I)

Insurance Inclusive Option One
Participant Customization Form

Once a Participant Customization Form is received by Supplier, the new program will be loaded based on the selections below. Rates go into effect on the 1st or 15th of the month. It takes approximately 30 days for a program to become effective. You will be contacted by a local representative that will assist in implementing the new program. This form must be completed in it entirety, incomplete forms will be returned and no action will be taken by Supplier.

To complete form, use the Next Button, or Arrow Keys to move throughout the form

Today's Date: ……

Institution Name: ……

Primary Decision Maker: ……

Implementation Contact: ……

Phone Number: ……

Email Address: ……

E&I Member #: ……

Account Number: (Enterprise & National): ……

(I do not have an existing Contract ID) ☐

Committed Annual Spend on Rental Car: ……

The committed spend should be based on the previous 12 months, Time & Miles spend (daily rate x rental days). If your reporting pulls the "total expense" spend with taxes and ancillary products, please report that number less 30%.

Annual Number of Rental Days: ……

Annual Number of Rental Transactions: ……

Anticipated Annual Spend on International Rental Car: …….

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Master Agreement

Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

As you continue through this E&I Program Selection Packet –

1) Please Select the Commercial Truck Rental Program and choose your requested protection products.
2) Please complete the Additional Rental Options Section
3) Please Initial any further programs you would like information on

Insurance Inclusive Option One

ENTERPRISE BASE RENTAL RATES

Vehicle SIPP Codes	Vehicle Class	Daily Rates
ECAR	Economy	$31.75
CCAR	Compact	$31.75
ICAR	Intermediate	$33.00
SCAR	Standard	$33.00
FCAR	Full Size	$36.25
MVAR	Minivan	$58.75
IFAR	Intermediate SUV	$55.75
SFAR	Standard SUV	$55.75
FFAR	Full Size SUV	$84.75
PFAR	Premium SUV	$84.75
SPAR	Standard Pickup Truck	$68.50
PPAR	Full Size Pickup Truck	$72.50
FCAH	Hybrid	$47.75
FGAR	Jeep/Crossover	$63.75
STAR	Convertible	$80.75
RVAR	12 Passenger Vans	$115.75
FVAR	15 Passenger Vans	$133.75

NATIONAL BASE RENTAL RATES

Vehicle SIPP Codes	Vehicle Class	Daily Rates
ECAR	Economy	$31.75
CCAR	Compact	$31.75
ICAR	Intermediate	$33.00
SCAR	Standard	$33.00
FCAR	Full Size	$36.25
MVAR	Minivan	$58.75
IFAR	Intermediate SUV	$55.75
SFAR	Standard SUV	$55.75
FFAR	Full Size SUV	$84.75
PFAR	Premium SUV	$84.75
SPAR	Standard Pickup Truck	$68.50
PPAR	Full Size Pickup Truck	$72.50
FCAH	Hybrid	$47.75
FGAR	Jeep/Crossover	$63.75
STAR	Convertible	$80.75
RVAR	12 Passenger Vans	$115.75
FVAR	15 Passenger Vans	$133.75

COVERAGE: Damage Waiver and Liability with limits of $100,000 per person, $300,000 per occurrence, and $50,000 in property damage.

Mileage Charges: All vehicle classes include unlimited free miles per day and per week, and per month.

Weekly/ Monthly Factors: Weekly Rate is **5.5** x the Daily Rate and Monthly Rate is **22** x the Daily Rate

Best Rate Program: National Car Rental can ensure that you are always offered the lowest available published rate in our reservation system for rentals in the US at the time of booking. This program is known as "Best Rate". Best Rating will automatically be provided at no charge.

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Canada: Rentals in Canada will receive a percentage discount off the current retail rates.

ONE-WAY PROGRAM: Flat rate of **$62.00** with **unlimited mileage**. Flat rate plus the differential above will apply.

- Unlimited mileage one-way rates apply to Economy, Compact, Intermediate, Standard and Full-Size Cars.
- All other vehicles, including specialty vehicles excl 12/15 passenger van, are charged the daily rate plus **$0.30/mile** for every mile driven.
- One-Way rates are available from Airport to Airport locations for National and Enterprise.
- An additional city surcharges may be added to the one-way daily flat rates.

Enterprise and National Location Surcharges	
$3	Richmond, VA
$5	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
$6	Wisconsin (Appleton Airport, Green Bay Airport)
$7	Albany (ALB), Westchester (HPN), Stewart (SWF), Islip (ISP), Burlington (BTV) Airports; Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
$10	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas; State of Alaska; Commonwealth of Puerto Rico; Boston Home City; Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco Downtown
$12	Baltimore; Boston; Detroit; Philadelphia; Washington, DC (Airport and Home City)
$15	Chicago (Airport and Home City); Hawaii (Airport and Home City); Los Angeles International Airport (LAX); Newark (EWR)
$23	LaGuardia (LGA), Kennedy (JFK); New York City Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island)

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Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

Commercial Truck Rental Programs

SIPP	Class	Daily Rate	Weekly Rate	Monthly Rate	Free Miles	Mileage Charge
DBOX	16' Box	$70.00	$350.00	$1,517.00	Unlimited	$0.14/mile
FBOX	24' Box	$75.00	$375.00	$1,625.00	Unlimited	$0.14/mile
GBOX	26' Box	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
OPAR	3/4-ton pickup 2wd	$60.00	$300.00	$1,300.00	150/day, 750/week, 3,000/month	$0.14/mile
OQAR	3/4-ton pickup 4wd	$65.00	$325.00	$1,408.00	150/day, 750/week, 3,000/month	$0.14/mile
UPAR	1-ton pickup 2wd	$70.00	$350.00	$1,517.00	150/day, 750/week, 3,000/month	$0.14/mile
UQAR	1-ton pickup 4wd	$75.00	$375.00	$1,625.00	150/day, 750/week, 3,000/month	$0.14/mile
RKAR	Cargo Van	$53.00	$265.00	$1,148.00	150/day, 750/week, 3,000/month	$0.14/mile
UKAR	High-top Cargo	$60.00	$300.00	$1,300.00	150/day, 750/week, 3,000/month	$0.14/mile
BCUT	12' Cutaway	$58.00	$290.00	$1,257.00	Unlimited	$0.14/mile
DCUT	14-15' Cutaway	$63.00	$315.00	$1,365.00	Unlimited	$0.14/mile
BBOX	12' Box	$63.00	$315.00	$1,365.00	Unlimited	$0.14/mile
ASTK	10' Stakebed	$75.00	$375.00	$1,625.00	Unlimited	$0.14/mile
BSTK	12'-14' Stakebed	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
DSTK	15-16' Stakebed	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
FSTK	24' Stakebed	$90.00	$450.00	$1,950.00	Unlimited	$0.14/mile
GSTK	26' Stakebed	$90.00	$450.00	$1,950.00	Unlimited	$0.14/mile

Enterprise Location Surcharges	
$10	Puerto Rico
$14	NY State and NYC Metro
$15	Hawaii
$18	NYC Burroughs

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LIABILITY PROTECTION

If you choose Liability Protection, the amount below is added to the Base Rates listed in this document

☐ **No liability protection** (no additional charge)

☐ **100/300/50** (primary in all states) at a cost of $3.50 / day, $24.50 / week, $105 / month (other than regions below)

$6.50 / day $45.50 / week, $195 / month - St. Louis, Atlanta, Houston, Orlando, Dallas, Boston, New Orleans, Washington DC, Philadelphia, Baltimore, San Francisco, Northern Ohio, Pittsburgh, Tampa, Jacksonville, Washington state, Alaska, Oregon, Southern New England, Rhode Island, Arizona, North Carolina, Nevada, Mid Pennsylvania, North Texas, Puerto Rico)

$10.50 / day $73.50 / week, $315 / month - Chicago, New York, Southern California, South Florida

DAMAGE WAIVER (DW)

If you choose Damage Waiver coverage, the amount below is added to the Base Rates listed in this document

☐ **No DW coverage**

☐ **DW with a $1,000 deductible** at a cost of $10 / day, $70 / week, $300 / month

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

Additional Rental Options

AFFINITY / LEISURE PROGRAM: E&I Member institutions may opt-in to the leisure program that provides discounts to employees renting for personal use, please select your choice below.

Leisure Program Opt-In

UNDERAGE DRIVERS: If approved by Supplier, Renters under the E&I contract must be at least 18-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. Drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12- and 15-passenger vans. All renters must have a driver's license that is valid during the entire rental period and book under a valid E&I Account Number. Contractor will waive underage and young renter fees for renters age 18 through 20 years of age. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as a "Traveler". If you'd like to include 18-20-year-old renters, please select below.

Underage Drivers

EMERALD CLUB REWARD OPTION: The Emerald Club Reward Option (applies to National rentals only) provides your travelers with a choice between frequent flyer miles or car rental credits when renting a car from National. When frequent flyer miles are chosen, there is an additional charge of $0.75 per day. If free rental day credits are elected, National will block Participant's travelers from receiving Frequent flyer miles.

- ***Rental Day Credits (no additional charge)***
- ***Frequent flyer miles (additional charge of $0.75/day)***

Emerald Club Reward

INTERNATIONAL RATES: Participating Members will automatically be enrolled with Business Partner rates for their international rentals. These rates are subject to change annually and may vary by country.

- ***Inclusive Rates (Coverage included)***
- ***Exclusive Rates (No Coverage included)***

International Rates

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Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

Other Value-Added Options from Supplier

E&I's negotiated program allows access to Enterprise's entire suite of products and services listed below. Please indicate which programs you'd like to learn more about below.

Enterprise Mileage Reimbursement Alternative – Employers recognize many benefits and risk aversions when using car rental instead of mileage reimbursement, including a lower cost per mile, reduced employee liability, employee safety in new, well-maintained cars and a consistent and improved bottom line. We offer free cost analysis for your institution to determine the best transportation solution.

Initial for more Information	

Enterprise CarShare – Enterprise CarShare is an automated way to rent a vehicle by the hour, the day, or overnight. A variety of makes and models are parked in your community – where you live, and where you work – and are accessible 24/7.

Initial for more Information	

Commute with Enterprise – Companies partner with Enterprise to bring their employees a better commute. By sharing a ride, your people arrive to work relaxed and recharged, fueling a better company culture for everyone.

Initial for more Information	

Zimride - Zimride is a secure ride-sharing matchmaker for companies and universities. Learn how you can relieve parking and traffic while improving sustainability.

Initial for more Information	

Enterprise Car Sales – With over 140 locations throughout the U.S., Enterprise Car Sales features more than 250 makes and models of high-quality, late-model used cars, trucks, vans and SUVs. Enterprise Car Sales is one of the largest sellers of certified used vehicles in the country.

Initial for more Information	

Enterprise Fleet Management – Better fleets start here. We'll prove it to you. With hands-on management, award-winning technology, and the infrastructure and expertise of Enterprise, the world's largest fleet operator, we'll show you how far an exceptional fleet program can take your organization while saving you thousands

Initial for more Information	

By completing and signing this Participant Customization Form and electing to rent vehicles and enjoy any other services under the (E&I) Master Agreement number CNR01494, Participant hereby acknowledges and agrees that it is bound by all terms and conditions applicable to Member Institutions thereunder as if it were an original signatory thereto.

Signature	

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

Option 2

E&I Cooperate Service Inc (E&I)

Insurance Exclusive Option
Participant Customization Form

Once a Participant Customization Form is received by Supplier, the new program will be loaded based on the selections below. Rates go into effect on the 1st or 15th of the month. It takes approximately 30 days for a program to become effective. You will be contacted by a local representative that will assist in implementing the new program. This form must be completed in it entirety, incomplete forms will be returned and no action will be taken by Supplier.

To complete form, use the Next Button, or Arrow Keys to move throughout the form

Today's Date: ……..……

Institution Name: ……

Primary Decision Maker: ……

Implementation Contact: ……

Phone Number: ……..…

Email Address: ……...

E&I Member #: ……

Account Number: (Enterprise & National): ……

(I do not have an existing Contract ID) ☐

Committed Annual Spend on Rental Car: ……

The committed spend should be based on the previous 12 months, Time & Miles spend (daily rate x rental days). If your reporting pulls the "total expense" spend with taxes and ancillary products, please report that number less 30%.

Annual Number of Rental Days: ……

Annual Number of Rental Transactions: ……

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Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

As you continue through this E&I Program Selection Packet –

1. Please Select the Commercial Truck Rental Program and choose your requested protection products.
2. Please complete the Additional Rental Options Section
3. Please Initial any further programs you would like

Anticipated Annual Spend on International Rental Car: …….

Insurance Exclusive

ENTERPRISE BASE RENTAL RATES

Vehicle SIPP Codes	Vehicle Class	Daily Rates
ECAR	Economy	$30.25
CCAR	Compact	$30.25
ICAR	Intermediate	$31.75
SCAR	Standard	$31.75
FCAR	Full Size	$34.50
MVAR	Minivan	$55.00
IFAR	Intermediate SUV	$52.00
SFAR	Standard SUV	$52.00
FFAR	Full Size SUV	$81.00
PFAR	Premium SUV	$81.00
SPAR	Standard Pickup Truck	$65.00
PPAR	Full Size Pickup Truck	$70.00
FCAH	Hybrid	$46.50
FGAR	Jeep/Crossover	$60.00
STAR	Convertible	$79.50
RVAR	12 Passenger Vans	$110.00
FVAR	15 Passenger Vans	$125.00

NATIONAL BASE RENTAL RATES

Vehicle SIPP Codes	Vehicle Class	Daily Rates
ECAR	Economy	$30.25
CCAR	Compact	$30.25
ICAR	Intermediate	$31.75
SCAR	Standard	$31.75
FCAR	Full Size	$34.50
MVAR	Minivan	$55.00
IFAR	Intermediate SUV	$52.00
SFAR	Standard SUV	$52.00
FFAR	Full Size SUV	$81.00
PFAR	Premium SUV	$81.00
SPAR	Standard Pickup Truck	$65.00
PPAR	Full Size Pickup Truck	$70.00
FCAH	Hybrid	$46.50
FGAR	Jeep/Crossover	$60.00
STAR	Convertible	$79.50
RVAR	12 Passenger Vans	$110.00
FVAR	15 Passenger Vans	$125.00

COVERAGE: No Damage Waiver or Liability included

Mileage Charges: All vehicle classes include unlimited free miles per day and per week, and per month.

Weekly/ Monthly Factors: Weekly Rate is **5.25** x the Daily Rate and Monthly Rate is **21** x the Daily Rate

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Best Rate Program: National Car Rental can ensure that you are always offered the lowest available published rate in our reservation system for rentals in the U.S. at the time of booking. This program is known as "Best Rate". Best Rating will automatically be provided at no charge.

Canada: Rentals in Canada will receive a percentage discount off the current retail rates.

ONE-WAY PROGRAM: Flat rate of **$60.00** with **unlimited mileage**. Flat rate plus the differential above will apply.

- Unlimited mileage one-way rates apply to Economy, Compact, Intermediate, Standard and Full-Size Cars.
- All other vehicles, including specialty vehicles excl 12/15 passenger van, are charged the daily rate plus **$0.30/mile** for every mile driven.
- One-Way rates are available from Airport to Airport locations for National and Enterprise.
- An additional city surcharges may be added to the one-way daily flat rates.

Enterprise and National Location Surcharges	
$5	Albany (ALB), Augusta, GA; Buffalo (BUF); Burlington (BTV), Harrisburg, PA; Islip (ISP), Phoenix; Richmond, VA; Rochester (ROC); Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of South Carolina (excluding Myrtle Beach); State of Tennessee (excluding Nashville); Stewart (SWF), Syracuse (SYR); Westchester (HPN) Airports
$6	Wisconsin (Appleton Airport, Green Bay Airport)
$7	Burlington Metro (VT); Long Island Metro, Westchester Metro (including Greenwich and Stamford CT)
$10	Atlanta; Baltimore; Boston; Burbank; Commonwealth of Puerto Rico; Detroit; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Philadelphia; Pittsburgh; Providence; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas; Boston Home City; Bemidji and Moorhead, MN; San Francisco Downtown; State of Alaska; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); Washington D.C. Area
$15	Chicago; Hawaii Home City; Los Angeles International Airport (LAX); Newark (EWR)
$23	LaGuardia (LGA), Kennedy (JFK); New York City Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island)

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Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

Commercial Truck Rental Programs

SIPP	Class	Daily Rate	Weekly Rate	Monthly Rate	Free Miles	Mileage Charge
DBOX	16' Box	$70.00	$350.00	$1,517.00	Unlimited	$0.14/mile
FBOX	24' Box	$75.00	$375.00	$1,625.00	Unlimited	$0.14/mile
GBOX	26' Box	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
OPAR	3/4-ton pickup 2wd	$60.00	$300.00	$1,300.00	150/day, 750/week, 3,000/month	$0.14/mile
OQAR	3/4-ton pickup 4wd	$65.00	$325.00	$1,408.00	150/day, 750/week, 3,000/month	$0.14/mile
UPAR	1-ton pickup 2wd	$70.00	$350.00	$1,517.00	150/day, 750/week, 3,000/month	$0.14/mile
UQAR	1-ton pickup 4wd	$75.00	$375.00	$1,625.00	150/day, 750/week, 3,000/month	$0.14/mile
RKAR	Cargo Van	$53.00	$265.00	$1,148.00	150/day, 750/week, 3,000/month	$0.14/mile
UKAR	High-top Cargo	$60.00	$300.00	$1,300.00	150/day, 750/week, 3,000/month	$0.14/mile
BCUT	12' Cutaway	$58.00	$290.00	$1,257.00	Unlimited	$0.14/mile
DCUT	14-15' Cutaway	$63.00	$315.00	$1,365.00	Unlimited	$0.14/mile
BBOX	12' Box	$63.00	$315.00	$1,365.00	Unlimited	$0.14/mile
ASTK	10' Stakebed	$75.00	$375.00	$1,625.00	Unlimited	$0.14/mile
BSTK	12'-14' Stakebed	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
DSTK	15-16' Stakebed	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
FSTK	24' Stakebed	$90.00	$450.00	$1,950.00	Unlimited	$0.14/mile
GSTK	26' Stakebed	$90.00	$450.00	$1,950.00	Unlimited	$0.14/mile

Enterprise Location Surcharges	
$10	Puerto Rico
$14	NY State and NYC Metro
$15	Hawaii
$18	NYC Burroughs

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LIABILITY PROTECTION

If you choose Liability Protection, the amount below is added to the Base Rates listed in this document

☐ **No liability protection** (no additional charge)

☐ **100/300/50** (primary in all states) at a cost of $3.50 / day, $24.50 / week, $105 / month (other than regions below)

$6.50 / day $45.50 / week, $195 / month - St. Louis, Atlanta, Houston, Orlando, Dallas, Boston, New Orleans, Washington DC, Philadelphia, Baltimore, San Francisco, Northern Ohio, Pittsburgh, Tampa, Jacksonville, Washington state, Alaska, Oregon, Southern New England, Rhode Island, Arizona, North Carolina, Nevada, Mid Pennsylvania, North Texas, Puerto Rico)

$10.50 / day $73.50 / week, $315 / month - Chicago, New York, Southern California, South Florida

DAMAGE WAIVER (DW)

If you choose Damage Waiver coverage, the amount below is added to the Base Rates listed in this document

☐ **No DW coverage**

☐ **DW with a $1,000 deductible** at a cost of $10 / day, $70 / week, $300 / month

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Additional Rental Options

AFFINITY / LEISURE PROGRAM: E&I Member institutions may opt-in to the leisure program that provides discounts to employees renting for personal use, please select your choice below.

Leisure Program Opt-In

UNDERAGE DRIVERS: If approved by Supplier, Renters under the E&I contract must be at least 18-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. Drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12- and 15-passenger vans. All renters must have a driver's license that is valid during the entire rental period and book under a valid E&I Account Number. Contractor will waive underage and young renter fees for renters age 18 through 20 years of age. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as a "Traveler". If you'd like to include 18-20-year-old renter, please select below. By selecting this option, you will be contacted by Supplier to complete required steps to add this age group.

Underage Drivers

EMERALD CLUB REWARD OPTION: The Emerald Club Reward Option (applies to National rentals only) provides your travelers with a choice between frequent flyer miles or car rental credits when renting a car from National. When frequent flyer miles are chosen, there is an additional charge of $0.75 per day. If free rental day credits are elected, National will block Participant's travelers from receiving Frequent flyer miles.

- ***Rental Day Credits (no additional charge)***
- ***Frequent flyer miles (additional charge of $0.75/day)***

Emerald Club Reward

INTERNATIONAL RATES: Participating Members will automatically be enrolled with Business Partner rates for their international rentals. These rates are subject to change annually and may vary by country.

- ***Inclusive Rates (Coverage included)***
- ***Exclusive Rates (No Coverage included)***

International Rates

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

Other Value-Added Options from Supplier

E&I's negotiated program allows access to Enterprise's entire suite of products and services listed below. Please indicate which programs you'd like to learn more about below.

Enterprise Mileage Reimbursement Alternative – Employers recognize many benefits and risk aversions when using car rental instead of mileage reimbursement, including a lower cost per mile, reduced employee liability, employee safety in new, well-maintained cars and a consistent and improved bottom line. We offer free cost analysis for your institution to determine the best transportation solution.

Initial for more Information	

Enterprise CarShare – Enterprise CarShare is an automated way to rent a vehicle by the hour, the day, or overnight. A variety of makes and models are parked in your community – where you live, and where you work – and are accessible 24/7.

Initial for more Information	

Commute with Enterprise – Companies partner with Enterprise to bring their employees a better commute. By sharing a ride, your people arrive to work relaxed and recharged, fueling a better company culture for everyone.

Initial for more Information	

Zimride - Zimride is a secure ride-sharing matchmaker for companies and universities. Learn how you can relieve parking and traffic while improving sustainability.

Initial for more Information	

Enterprise Car Sales – With over 140 locations throughout the U.S., Enterprise Car Sales features more than 250 makes and models of high-quality, late-model used cars, trucks, vans and SUVs. Enterprise Car Sales is one of the largest sellers of certified used vehicles in the country.

Initial for more Information	

Enterprise Fleet Management – Better fleets start here. We'll prove it to you. With hands-on management, award-winning technology, and the infrastructure and expertise of Enterprise, the world's largest fleet operator, we'll show you how far an exceptional fleet program can take your organization while saving you thousands

Initial for more Information	

By completing and signing this Participant Customization Form and electing to rent vehicles and enjoy any other services under the (E&I) Master Agreement number CNR01494, Participant hereby acknowledges and agrees that it is bound by all terms and conditions applicable to Member Institutions thereunder as if it were an original signatory thereto.

Signature	

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

Option 3

E&I Cooperate Service Inc (E&I)

Insurance Inclusive Option Two
Participant Customization Form

Once a Participant Customization Form is received by Supplier, the new program will be loaded based on the selections below. Rates go into effect on the 1st or 15th of the month. It takes approximately 30 days for a program to become effective. You will be contacted by a local representative that will assist in implementing the new program. This form must be completed in it entirety, incomplete forms will be returned and no action will be taken by Supplier.

To complete form, use the Next Button, or Arrow Keys to move throughout the form

Today's Date: ……

Institution Name: ……

Primary Decision Maker: ……

Implementation Contact: ……

Phone Number: ……

Email Address: ……

E&I Member #: ……

Account Number: (Enterprise & National): ……

(I do not have an existing Contract ID) ☐

Committed Annual Spend on Rental Car: ……

The committed spend should be based on the previous 12 months, Time & Miles spend (daily rate x rental days). If your reporting pulls the "total expense" spend with taxes and ancillary products, please report that number less 30%.

Annual Number of Rental Days: ……

Annual Number of Rental Transactions: ……

Anticipated Annual Spend on International Rental Car: …….

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Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

As you continue through this E&I Program Selection Packet –

1. Please Select the Commercial Truck Rental Program and choose your requested protection products.
2. Please complete the Additional Rental Options Section
3. Please Initial any further programs you would like information on

Insurance Inclusive Option Two

ENTERPRISE BASE RENTAL RATES

Vehicle SIPP Codes	Vehicle Class	Daily Rates
ECAR	Economy	$33.00
CCAR	Compact	$33.00
ICAR	Intermediate	$34.75
SCAR	Standard	$34.75
FCAR	Full Size	$37.50
MVAR	Minivan	$65.00
IFAR	Intermediate SUV	$62.00
SFAR	Standard SUV	$62.00
FFAR	Full Size SUV	$86.00
PFAR	Premium SUV	$86.00
SPAR	Standard Pickup Truck	$70.00
PPAR	Full Size Pickup Truck	$75.00
FCAH	Hybrid	$49.00
FGAR	Jeep/Crossover	$65.00
STAR	Convertible	$82.00
RVAR	12 Passenger Vans	$122.00
FVAR	15 Passenger Vans	$140.00

NATIONAL BASE RENTAL RATES

Vehicle SIPP Codes	Vehicle Class	Daily Rates
ECAR	Economy	$33.00
CCAR	Compact	$33.00
ICAR	Intermediate	$34.75
SCAR	Standard	$34.75
FCAR	Full Size	$37.50
MVAR	Minivan	$65.00
IFAR	Intermediate SUV	$62.00
SFAR	Standard SUV	$62.00
FFAR	Full Size SUV	$86.00
PFAR	Premium SUV	$86.00
SPAR	Standard Pickup Truck	$70.00
PPAR	Full Size Pickup Truck	$75.00
FCAH	Hybrid	$49.00
FGAR	Jeep/Crossover	$65.00
STAR	Convertible	$82.00
RVAR	12 Passenger Vans	$122.00
FVAR	15 Passenger Vans	$140.00

COVERAGE: Damage Waiver and Liability with $1,000,000 Combined Single Limit.

Mileage Charges: All vehicle classes include unlimited free miles per day and per week, and per month.

Weekly/ Monthly Factors: Weekly Rate is **5** x the Daily Rate and Monthly Rate is **20** x the Daily Rate

Best Rate Program: National Car Rental can ensure that you are always offered the lowest available published rate in our reservation system at the time of booking. This program is known as "Best Rate". Best Rating will automatically be provided at no charge.

DocuSign Envelope ID: B21AC8E9-3DA2-422C-9636-644903BAEEF0

Canada: Rentals in Canada will receive a percentage discount off the current retail rates.

ONE-WAY PROGRAM: Flat rate of **$83.00** with **unlimited mileage**. Flat rate plus the differential above will apply.

- Unlimited mileage one-way rates apply to Economy, Compact, Intermediate, Standard and Full-Size Cars.
- All other vehicles, including specialty vehicles excl 12/15 passenger van, are charged the daily rate plus **$0.30/mile** for every mile driven.
- One-Way rates are available from Airport to Airport locations for National and Enterprise.
- An additional city surcharges may be added to the one-way daily flat rates.

Enterprise and National Location Surcharges	
$3	Richmond, VA
$5	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento; Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
$6	Wisconsin (Appleton Airport, Green Bay Airport)
$7	Albany (ALB), Westchester (HPN), Stewart (SWF), Islip (ISP), Burlington (BTV) Airports; Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
$10	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/St. Paul; Monterey; Nashville; Oakland; Pittsburgh; Providence; Commonwealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the Convention Center; San Jose; State of Texas; State of Alaska; Commonwealth of Puerto Rico; Boston Home City; Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco Downtown
$12	Baltimore; Boston; Detroit; Philadelphia; Washington, DC (Airport and Home City)
$15	Chicago (Airport and Home City); Hawaii (Airport and Home City); Los Angeles International Airport (LAX); Newark (EWR)
$23	LaGuardia (LGA), Kennedy (JFK); New York City Boroughs (Bronx, Brooklyn, Manhattan, Queens, Staten Island)

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Subsidiaries of Enterprise Holdings Inc.
Master Agreement Number CNR01494
Mobility and Transportation Services

January 1, 2020

Commercial Truck Rental Programs

SIPP	Class	Daily Rate	Weekly Rate	Monthly Rate	Free Miles	Mileage Charge
DBOX	16' Box	$70.00	$350.00	$1,517.00	Unlimited	$0.14/mile
FBOX	24' Box	$75.00	$375.00	$1,625.00	Unlimited	$0.14/mile
GBOX	26' Box	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
OPAR	3/4-ton pickup 2wd	$60.00	$300.00	$1,300.00	150/day, 750/week, 3,000/month	$0.14/mile
OQAR	3/4-ton pickup 4wd	$65.00	$325.00	$1,408.00	150/day, 750/week, 3,000/month	$0.14/mile
UPAR	1-ton pickup 2wd	$70.00	$350.00	$1,517.00	150/day, 750/week, 3,000/month	$0.14/mile
UQAR	1-ton pickup 4wd	$75.00	$375.00	$1,625.00	150/day, 750/week, 3,000/month	$0.14/mile
RKAR	Cargo Van	$53.00	$265.00	$1,148.00	150/day, 750/week, 3,000/month	$0.14/mile
UKAR	High-top Cargo	$60.00	$300.00	$1,300.00	150/day, 750/week, 3,000/month	$0.14/mile
BCUT	12' Cutaway	$58.00	$290.00	$1,257.00	Unlimited	$0.14/mile
DCUT	14-15' Cutaway	$63.00	$315.00	$1,365.00	Unlimited	$0.14/mile
BBOX	12' Box	$63.00	$315.00	$1,365.00	Unlimited	$0.14/mile
ASTK	10' Stakebed	$75.00	$375.00	$1,625.00	Unlimited	$0.14/mile
BSTK	12'-14' Stakebed	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
DSTK	15-16' Stakebed	$80.00	$400.00	$1,733.00	Unlimited	$0.14/mile
FSTK	24' Stakebed	$90.00	$450.00	$1,950.00	Unlimited	$0.14/mile
GSTK	26' Stakebed	$90.00	$450.00	$1,950.00	Unlimited	$0.14/mile

Enterprise Location Surcharges	
$10	Puerto Rico
$14	NY State and NYC Metro
$15	Hawaii
$18	NYC Burroughs

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LIABILITY PROTECTION

If you choose Liability Protection, the amount below is added to the Base Rates listed in this document

☐ **No liability protection** (no additional charge)

☐ **100/300/50** (primary in all states) at a cost of $3.50 / day, $24.50 / week, $105 / month (other than regions below)

$6.50 / day $45.50 / week, $195 / month - St. Louis, Atlanta, Houston, Orlando, Dallas, Boston, New Orleans, Washington DC, Philadelphia, Baltimore, San Francisco, Northern Ohio, Pittsburgh, Tampa, Jacksonville, Washington state, Alaska, Oregon, Southern New England, Rhode Island, Arizona, North Carolina, Nevada, Mid Pennsylvania, North Texas, Puerto Rico)

$10.50 / day $73.50 / week, $315 / month - Chicago, New York, Southern California, South Florida

DAMAGE WAIVER (DW)

If you choose Damage Waiver coverage, the amount below is added to the Base Rates listed in this document

☐ **No DW coverage**

☐ **DW with a $1,000 deductible** at a cost of $10 / day, $70 / week, $300 / month

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Additional Rental Options

AFFINITY / LEISURE PROGRAM: E&I Member institutions may opt-in to the leisure program that provides discounts to employees renting for personal use, please select your choice below.

Leisure Program Opt-In

UNDERAGE DRIVERS: If approved by Supplier, Renters under the E&I contract must be at least 18-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. Drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12- and 15-passenger vans. All renters must have a driver's license that is valid during the entire rental period and book under a valid E&I Account Number. Contractor will waive underage and young renter fees for renters age 18 through 20 years of age. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as a "Traveler". If you'd like to include 18-20-year-old renter, please select below.

Underage Drivers

EMERALD CLUB REWARD OPTION: The Emerald Club Reward Option (applies to National rentals only) provides your travelers with a choice between frequent flyer miles or car rental credits when renting a car from National. When frequent flyer miles are chosen, there is an additional charge of $0.75 per day. If free rental day credits are elected, National will block Participant's travelers from receiving Frequent flyer miles.

- ***Rental Day Credits (no additional charge)***
- ***Frequent flyer miles (additional charge of $0.75/day)***

Emerald Club Reward

INTERNATIONAL RATES: Participating Members will automatically be enrolled with Business Partner rates for their international rentals. These rates are subject to change annually and may vary by country.

- ***Inclusive Rates (Coverage included)***
- ***Exclusive Rates (No Coverage included)***

International Rates

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Other Value-Added Options from EHI

E&I's negotiated program allows access to Enterprise's entire suite of products and services listed below. Please indicate which programs you'd like to learn more about below.

Enterprise Mileage Reimbursement Alternative – Employers recognize many benefits and risk aversions when using car rental instead of mileage reimbursement, including a lower cost per mile, reduced employee liability, employee safety in new, well-maintained cars and a consistent and improved bottom line. We offer free cost analysis for your institution to determine the best transportation solution.

Initial for more Information		

Enterprise CarShare – Enterprise CarShare is an automated way to rent a vehicle by the hour, the day, or overnight. A variety of makes and models are parked in your community – where you live, and where you work – and are accessible 24/7.

Initial for more Information	

Commute with Enterprise – Companies partner with Enterprise to bring their employees a better commute. By sharing a ride, your people arrive to work relaxed and recharged, fueling a better company culture for everyone.

Initial for more Information	

Zimride - Zimride is a secure ride-sharing matchmaker for companies and universities. Learn how you can relieve parking and traffic while improving sustainability.

Initial for more Information	

Enterprise Car Sales – With over 140 locations throughout the U.S., Enterprise Car Sales features more than 250 makes and models of high-quality, late-model used cars, trucks, vans and SUVs. Enterprise Car Sales is one of the largest sellers of certified used vehicles in the country.

Initial for more Information	

Enterprise Fleet Management – Better fleets start here. We'll prove it to you. With hands-on management, award-winning technology, and the infrastructure and expertise of Enterprise, the world's largest fleet operator, we'll show you how far an exceptional fleet program can take your organization while saving you thousands

Initial for more Information	

By completing and signing this Participant Customization Form and electing to rent vehicles and enjoy any other services under the (E&I) Master Agreement number CNR01494, Participant hereby acknowledges and agrees that it is bound by all terms and conditions applicable to Member Institutions thereunder as if it were an original signatory thereto.

Signature	