Amendment No. 5 to Master Agreement PO-10700-00050035

This is Amendment No. 5 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

AMENDMENT

The Master Agreement is amended as follows:

1. Exhibit 1 Definitions the Master Agreement is amended to read as follows (new language is indicated by **<u>underlining and bold</u>** and deleted language is indicated by ~~strikethrough~~):

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

   <u>Authorized User means a person authorized by the Participating Entity (for Business Use) to acquire Services, using the Account Number(s) provided by Contractor, under this Master Agreement.</u>

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:
Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

a. The number set forth in the contract is Contractor correct taxpayer identification number;
b. Contractor is not subject to backup withholding because:
   i. Contractor is exempt from backup withholding;
   ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
   iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
   i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
   ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
   iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
   iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.
e.

Authorized Signatures:

EAN Services, LLC

Signed by:
By: Jeffrey S. Cowan
2A8B7F6535E0466...
Title: Assistant Secretary
Date: 7/17/2026

STATE OF OREGON, acting by and through its Department of Administrative Services, State Procurement Services

By: John Anglemier
Title: State Procurement Manager
Date: 07/20/2026

Approved pursuant to ORS 291.047

By: Not Applicable.
Assistant Attorney General
Date: Not Applicable.

Participating Addendum Number PO-10700-00052332
for
Passenger Vehicle and Box Truck Rental
between
State of Oregon
and
EAN Services, LLC

This Participating Addendum is entered into by the State of Oregon ("Participating Entity") by and through the Department of Administrative Services (DAS), State Procurement Services (DAS SPS) on behalf of State Agencies and ORCPP members ("Purchasing Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

EAN Services, LLC ("Contractor")
600 Corporate Park Drive
St. Louis, MO 63105

I. Participating State shall participate in:

- **a.** Passenger Vehicle Rental Only ☐
- **b.** Box Truck Rental Only ☐
- **c. Both Passenger Vehicle and Box Trucks** ☒
- **d. Personal Use is not allowed under this PA.**

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
Ryan Benhoff
Sales Director
E: Ryan.j.benhoff@em.com
C: 618-910-8849

Participating Entity's contact for this Participating Addendum is:
Kaliska King, CPPB, OPBC
Procurement Analyst
E: Kaliska.king@das.oregon.gov
C: 503-798-1907

III. TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth in the Master Agreement or herein.

IV. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. GOVERNING LAW. The construction and effect of this Participating Addendum and any Request for Services or Rental Contract entered into between a Purchasing Entity and Contractor will be governed by, and construed in accordance with the provisions of this Participating Addendum and Participating Entity's laws.

VI. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

a. Services. All services available through the Master Agreement may be offered by Contractor to Purchasing Entities. Rental of a Box Truck cannot be used to haul any hazardous waste or chemicals, such as paint, asbestos, lead, petroleum, sewer, lawn/weed chemicals, etc. This is not an all-inclusive list.

b. Amendments to Master Agreement.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto.

VII. REQUEST FOR SERVICES. Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. Contractor will submit volume sales reports to Participating Entity and will pay an administrative fee of two percent (2%) as set forth in:
https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFInstructions.docx

Notwithstanding anything contained in the VSR and VCAF Instructions to the contrary, Contractor shall have sixty (60) calendar days after the end of each calendar quarter to submit reports and pay the administrative fee. The administrative fee shall be paid on all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Authorized User, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period. Master Agreement pricing, including Box Truck rates for the $1M Liability

Rate Plan, shall be adjusted to account for the administrative fee.

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity must identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to reasonably comply with the requirements set forth therein.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

- **a.** Participating Addendum, less its exhibits.
- **b.** Exhibit No.1, Participating Entity Modifications and additions to the Master Agreement
- **c.** Exhibit No. 4 State of Oregon Program (rates)
- **d.** Exhibit No. 2 Insurance Requirements
- **e.** Exhibit No. 3 Contractor Data

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
Enterprise Mobility
Attn: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

With a copy to:
Ryan Benhoff
Sales Director
E: Ryan.j.benhoff@em.com
C: 618-910-8849

For Participating Entity:
Kaliska King, CPPB, OPBC
Procurement Analyst
E: Kaliska.king@das.oregon.gov
C: 503-798-1907

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this

Participating Addendum and bind the Party hereto.

PARTICIPATING ENTITY:

Signature
John Anglemier

Printed Name

State Procurement Manager

Title

09/09/2025

Date

CONTRACTOR:

Signature

Printed Name

Matthew Morrison
Assistant Secretary

Title

September 05, 2025

Date

EXHIBIT NO. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Incorporation of Master Agreement. The Master Agreement and its exhibits and attachments are incorporated herein. Participating Entity and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

2. Definitions. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. The following terms have the meanings set forth below:

"ORCPP" is the State of Oregon's Cooperative Purchasing Program. ORCPP members are authorized to use DAS PS statewide agreements. ORCPP members include: State Agencies not subject to DAS PS purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

"State Agency" or "State Agencies" means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

3. Request for Services/Rental Contracts.

3.1 Eligible Purchasing Entities. All State Agencies under DAS procurement authority and all State Agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Services under this Addendum.

3.2 DAS Purchasing Threshold. Purchasing Entities that are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

3.3 Verification of Purchasing Entities. Contractor shall verify that it provides Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx

3.4 Effect of Request for Services/Rental Contracts. The State is only liable for reservations under Request for Services/Rental Contracts issued by State of Oregon agencies. Other Purchasing Entities are responsible for any Request for Service/Rental Contracts they issue. The State expressly disclaims any liability for reservations made by non-State agency Purchasing Entities or any other entity.

4. **DROP FEES.** Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of Oregon shall be $0.00.

5. **Payment Provisions.** All payments are subject to ORS 293.462.

6. **Funds available and authorized/non-appropriation**. The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Request for Services/Rental Contract issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Order issued under this Addendum.

7. **Warranties**. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. **Dispute Resolution.** Any dispute between the parties under this Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

9. **Control of Defense and Settlement.** Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall

Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

10. Limitation of Liability; Exclusions. The Participating Entity's or a State Agency Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

11. Insurance. Within ten (10) calendar days of the Effective Date, Contractor shall deliver to DAS SPS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Request for Services/Rental Contracts may be placed or accepted until proof is provided that these requirements have been met.

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

13. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Request for Services/Rental Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF AN ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual Request for Services/Rental Contract will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend

Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

14. Remedies. If any Services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if a Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing services, or replace or modify the Services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Request for Services/Rental Contract to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will terminate the allegedly infringing Services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Services.

15. Term and Termination of Participating Addendum.

15.1 This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

15.2 Termination. In addition to its termination rights under the Master Agreement, DAS SPS may terminate this Addendum, in whole or in part, at any time upon thirty (30) Days prior written notice to Contractor.

16. Termination of Individual Requests for Services/Rental Contracts.

- **16.1** In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Request for Services/Rental Contracts, in whole or in part, upon 30 calendar days written notice to Contractor, or Purchasing Entity and Contractor may mutually agree to terminate a Request for Services/Rental Contract at any time by written consent.
- **16.2** Authorized User may terminate a Rental Contract, at any time, upon notice to Contractor due to an occurrence of an event of breach by Contractor, without liability to Purchasing Entity.
- **16.3** Authorized User also may terminate a Rental Contract for convenience, upon notice to Rental Entity, subject to reasonable termination fees assessed by the Rental Entity. Rental Entity shall provide Authorized User with information relative to termination and assessment of potential termination fees at the time Authorized User requests services or makes a reservation, but in no event later than the time of the rental.

17. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Requests for Services/Rental Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

18. Compliance with Law.

18.1 General. In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Services ordered under this Addendum or any Request for Services/Rental Contract, as may be modified or adopted from time to time. Further, a Purchasing Entity's performance under a Request for Services/Rental Contract is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

18.2 Pay Equity. Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS SPS or Purchasing Entity to terminate this Addendum or a Request for Services/Rental Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

18.3 False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

18.4 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Order.

18.5 Undisclosed Debt; Tax Compliance and Certification. By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all applicable tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to Services provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any violation of this provision will be considered a material breach of this Addendum and applicable Requests for Services/Rental Contracts. DAS SPS and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Addendum or a Request for Services.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Participating Addendum, or (ii) exercising a right of setoff against Contractor's compensation relating to this Participating Addendum for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

19. Security and Data Privacy Laws.
In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, and agents shall comply with all applicable state and federal laws and regulations. Contractor shall comply with all requirements related to Confidential Information of the Authorized User, activities, or systems in accordance with applicable privacy and data security laws and as outlined in Contractor's privacy policy, which may be accessed at: https://privacy.ehi.com/en-us/home.html.

20. Application of Public Records Law. Participating State or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.710, and of ORS 646.461 to 646.475.

21. Recycled Products. To the extent required by applicable law in connection with its performance under this Addendum and economically feasible in the performance of this Addendum or any Request for Services/Rental Contract, Contractor will use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

22. Independent Contractor. Contractor certifies that it is an independent contractor and at all times shall act as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

23. Access to Records. Contractor will maintain all fiscal records relating to Request for Services/Rental Contracts in accordance with generally accepted accounting principles and will maintain any other records relating to Request for Services/Rental Contracts in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

EXHIBIT NO. 2
INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain at Contractor's expense the additional insurance coverages specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Coverage shall be with respect to the acts or omissions of Contractor and any of its employees or agents (but not any Authorized User or Authorized Driver under a Rental Contract), and, notwithstanding the foregoing, Contractor shall have the right, at its option, to self-insure any or all of the following risks to the extent permitted by applicable law.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum including Employers' Liability Insurance with limits not less than $500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds where their interests may appear for liabilities arising in whole or in part by the conduct of the Contractor.

TAIL COVERAGE. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS SPS' acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Addendum.

CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to DAS SPS Certificate(s) of Insurance for all required insurance before performing any Services required under this Addendum. The Certificate(s) shall include the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS SPS has the right to request certificates of insurance relating to the insurance requirements in this Addendum.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must endeavor to provide at least 30 Days' written notice to DAS SPS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS SPS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS SPS**.**

EXHIBIT NO. 3
CONTRACTOR DATA

Contractor Information. This information is requested pursuant to ORS 305.385.
PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS):
Enterprise Holdings, Inc. ______________________

Disregarded entity name: EAN Services, LLC

Street address: 600 Corporate Park Dr

City, state, zip code: Saint Louis, MO 63105

Email address: GPOCommunications@ehi.com

Telephone: (314)512-5000 ______________________

Contractor's taxpayer identification numbers;

Federal Tax Number 43-0724835____________ Oregon Tax Number ____________

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?
(Check one box): ☐ YES ☒ NO

Business Designation: (*Check one box*):
☐ Professional Corporation ☐ Nonprofit Corporation ☐ Limited Partnership
☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Sole Proprietorship
☒ Corporation ☐ Partnership ☐ Other

EXHIBIT NO. 4

STATE OF OREGON PROGRAM (RATES)

(SEE ATTACHED)

Amendment No. 4 to Master Agreement PO-10700-00050035

This is Amendment No. 4 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

AMENDMENT

The Master Agreement is amended as follows:

1. Section 3 Term of the Master Agreement is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

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

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:
Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

a. The number set forth in the contract is Contractor correct taxpayer identification number;
b. Contractor is not subject to backup withholding because:
   i. Contractor is exempt from backup withholding;
   ii. Contractor has not been notified by the IRS that is subject to backup withholding as a result of a failure to report all interest or dividends; or
   iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
   i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
   ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
   iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
   iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint

venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Authorized Signatures:

EAN Services, LLC

By:

Title: Matthew Morrison, Assistant Secretary

Date: March 16, 2026

STATE OF OREGON, acting by and through its Department of Administrative Services, State Procurement Services

By: John Anglemier

Title: State Procurement Manager

Date: 03/17/2026

Approved pursuant to ORS 291.047

By: Not Applicable.

Assistant Attorney General

Date: Not Applicable.