Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

STATE OF MISSISSIPPI

DEPARTMENT OF FINANCE AND ADMINISTRATION

PARTICIPATING ADDENDUM
Enterprise Mobility, EAN Services, LLC

PASSENGER VEHICLE and BOX TRUCK RENTAL
COOPERATIVE CONTRACT: 8200088181

OPTFM
Office of Purchasing, Travel, and Fleet Management

Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

Participating Addendum
State of Mississippi Contract # 8200088181
for
Passenger Vehicle and Box Truck Rental
NASPO VALUEPOINT COOPERATIVE MASTER AGREEMENT PO-10700-0050035
between
State of Mississippi
and
EAN Services, LLC

This Participating Addendum is entered into by the State of Mississippi and the following Contractor 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:

Enterprise Mobility, EAN Services, LLC
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** ☒

II. **PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:
Ryan Benhoff
Sales Director
Ryan.J.Benhoff@em.com
314-928-3079

Participating Entity's contact:
State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel and Fleet Management
701 Woolfolk Bldg Suite A
501 N West Street
Jackson, Mississippi 39201
ATTN: Ramona Jones
Director of Travel and Fleet Support Contracts
Ramona.Jones@dfa.ms.gov
601-359-3409

III. **TERM.** This Participating Addendum shall become effective on **December 1, 2026, through November 30, 2027**. The Participating Addendum may be renewed for additional one-year terms

upon mutual written agreement of the parties, provided the Master Agreement remains in effect, unless terminated sooner in accordance with the Master Agreement or this Participating Addendum.

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 placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

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

a. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the effective date of the amendment and is documented thereafter via written amendment hereto. **Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. **REQUEST FOR SERVICES.** Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the State of Mississippi contract, ***8200088181***. 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.** Vendor will be required to report any requested documents and administrative fees per the Master Agreement. The State of Mississippi does not require Administrative fees.

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. **INFORMATION TECHNOLOGY STANDARDS. N/A**

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

a. Exhibit A: State of Mississippi Terms and Conditions

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

For Contractor:
Ryan Benhoff
Sales Director
Ryan.J.Benhoff@em.com
314-928-3079

For Participating Entity:
State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel and Fleet Management
701 Woolfolk Bldg Suite A
501 N West Street
Jackson, Mississippi 39201
ATTN: Ramona Jones
Telephone: 601-359-3409
Email: Ramona.Jones@dfa.ms.gov

XIII. 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 represent 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

Danny Lynch
Printed Name

CPO - Mississippi
Title

10/6/2025
Date

CONTRACTOR:

Signed by:
Jeffrey Cowan
2A8B7F6535E0466...
Signature

Jeffrey Cowan
Printed Name

Authorized Officer
Title

9/29/2026
Date

Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

Exhibit A
State of Mississippi Terms and Conditions
for
Enterprise Holdings, LLC NASPO State of Mississippi
Passenger Vehicle Rental Participating Addendum

A. PRECEDENCE

The STATE OF MISSISSIPPI TERMS AND CONDITIONS FOR OPTFM COMPETITIVE, NEGOTIATED, and COOPERATIVE CONTRACTS shall take precedence over the Contractor's Proposal and any agreements, and should ambiguities, conflicts, or questions of interpretation of these documents arise, they shall be resolved first by reference to the STATE OF MISSISSIPPI TERMS AND CONDITIONS for OPTFM COMPETITIVE, NEGOTIATED, and COOPERATIVE CONTRACTS.

B. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

C. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the State shall have the right upon 10 business days' written notice to Contractor to terminate this agreement without damage, penalty, cost or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

D. RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall maintain such financial records and other records as may be prescribed by the State or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice, and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

E. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

F. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the State shall be null and void. Approval of a subcontract by the State shall not be deemed to be approval of the incurrence of any additional obligation of the State. Subcontracts shall be subject to the terms and conditions of this

Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

agreement and to any conditions of approval that State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties

G. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the State is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

H. COMPLIANCE WITH LAWS

Contractors shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now exist and as may be amended or modified.

I. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The [bidder, offeror, applicant, contractor] acknowledges and agrees that the [Agency] and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

J. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:

(1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or

(3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

K. INDEPENDENT CONTRACTOR STATUS

Contractors shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the State, and the State shall be at no time legally responsible for any negligence or other

Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

wrongdoing by Contractor, its servants, agents, or employees. The State shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the State shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

L. MODIFICATION OR RENEGOTIATION

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

M. TERMINATION

Termination for Convenience. The State may, when the interests of the Agency require, terminate this contract in whole or in part, for the convenience of the Agency. The State shall give at least 30 days prior written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the State gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 60 days to cure the deficiency. If the Contractor fails to cure the deficiency, the State may terminate the contract for default, and the Contractor will be liable for the additional cost to the State to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

N. STOP WORK ORDER

The State may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the State. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the State. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the State has terminated that part of the agreement or terminated the agreement in its entirety. The State is not liable for payment for services which were not rendered due to the stop work order.

O. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the [Agency], agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The State shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to the State upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the State and subject to any copyright protections.

Q. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind

Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the gross negligence or intentional act, error omission of Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, upon approval of the Office of the Mississippi Attorney General and the State, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the State, which shall not be unreasonably withheld.

R. THIRD PARTY ACTION NOTIFICATION

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

S. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the State, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the State. The rights of the State are in addition and without prejudice to any other right the State may have to claim the amount of any loss or damage suffered by the State on account of the acts or omissions of Contractor.

T. FAILURE TO ENFORCE

Failure by the State at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State to enforce any provision at any time in accordance with its terms.

U. REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, executing the contract the offeror or contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror or contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response, to the Agency prior to contract execution.

V. REPRESENTATION REGARDING GRATUITIES

Offeror or Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the State a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror or Contractor further represents that no employee or former employee of the State has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the offeror or contractor. Offeror or Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

W. CHANGE IN SCOPE OF WORK

The STATE OF MISSISSIPPI may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Vendor that the scope of the project or of the Vendor's services has been changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the STATE OF MISSISSIPPI and the Vendor.

Docusign Envelope ID: 2B263C13-FFBF-8A71-80FC-9B7B11BB73BC

If the Vendor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the STATE OF MISSISSIPPI in writing of this belief. If the STATE OF MISSISSIPPI believes that the particular work is within the scope of the Agreement as written, the Vendor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.

X. CONTRACTOR PERSONNEL

The STATE OF MISSISSIPPI shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Vendor. If the STATE OF MISSISSIPPI reasonably rejects staff or Subcontractors, the Vendor must provide replacement staff or Subcontractors satisfactory to the STATE OF MISSISSIPPI in a timely manner and at no additional cost to the STATE OF MISSISSIPPI. The day-to-day supervision and control of the Vendor's employees and Subcontractors is the sole responsibility of the Vendor.

Y. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this Agreement which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Z. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by the STATE OF MISSISSIPPI upon written notice to Vendor, if Vendor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Vendor of an assignment for the benefit of its creditors. In the event of such termination, Vendor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Agreement price.

AA. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement; provided, however, that, to the fullest extent allowed under Mississippi law, the Contractor, Rental Entity, Purchasing Entity and State of Mississippi shall not be liable to one another for any loss or revenue, profits, or goodwill or any indirect or consequential losses resulting from breach of the Master Agreement or these Terms and Conditions or any Services provided thereunder.

BB. PROPERTY RIGHTS (for the contract)

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the [Agency] may terminate this contract at any time for its own convenience.

CC. LIABILITY PROTECTION FOR BOX TRUCK

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 herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.