



Global Corporate Services Agreement ("Agreement")

University of Maryland, Baltimore County
("Customer")

This Corporate Services Agreement ("Agreement") is between Customer and EAN Services, LLC ("EAN"). Customer and EAN agree as follows:

1. **Affiliates: Scope of Agreement.** Customer 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 shall only apply to and cover vehicle rentals to an employee of Customer or its affiliates ("Eligible Renter") from a car rental facility which is located in the jurisdictions set forth in the Schedules attached hereto and which is operated under the brand name as set forth on each applicable 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. This Agreement shall not apply to rentals in jurisdictions not specified on a particular Schedule, to rentals by another brand not identified under the particular Schedule, to any rentals under the "Alamo Rent A Car" brand or, unless otherwise provided herein, to any truck rentals operated by Enterprise Commercial Truck. This Agreement shall not apply to any program or rentals by EAN or an Affiliate to an Eligible Renter under Rideshare by Enterprise or Enterprise Vanpool or such other similar brand names or programs providing similar services as are provided under such brands. Except as may otherwise be specifically stated in this Agreement, this Agreement shall not apply to any program or rentals by EAN or an Affiliate to an Eligible Renter under the Enterprise Car Sharing or Enterprise CarShare or WeCar or Mint or PhillyCar Share brand names or programs providing similar services as are provided under such brands.

2. **Term and Termination.** The term of this Agreement begins July 15, 2016 ("Effective Date") and shall continue thereafter until terminated by either party by providing no less than thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated (i) if either party (including, in the case of Customer, any Renter) shall default in the performance of any of its material obligations or duties under this Agreement or any "Rental Contract" (as hereinafter defined) and such failure shall continue for a period of twenty (20) days after written notice thereof from the non-defaulting party to defaulting party (in the case of Customer, notice to be sent to Customer), 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; and (ii) if either party is unable to pay its debts as they fall due, becomes insolvent, enters bankruptcy or receivership proceedings, passes a resolution for its winding-up (save for the sole purpose of a solvent liquidation to effect a reconstruction or amalgamation), or ceases to trade or appears in the reasonable opinion of the other party likely to cease to trade, or if the equivalent of these occurs to a party under the jurisdiction to which such party is subject. The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either EAN or Customer accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding.

3. Rental Program. EAN agrees to make vehicles available to Eligible Renters for rental for Business Use at the Rates provided herein and for leisure use at the 5% discount (for Enterprise brand locations) or 10% discount (for National brand locations) off the standard, undiscounted daily, weekly and monthly rates charged at the originating rental location when the Eligible Renter makes an advanced reservation, subject to availability. "Business Use" rentals shall be defined as rentals which are paid, in whole or in part, by Customer or for which the Eligible Renter is reimbursed, in whole or in part, by Customer. Eligible Renters must use the Account Number(s) assigned by EAN to Customer (XZ18436 for National and Enterprise brand Business Use rentals and XZ18394 for National and Enterprise brand leisure rentals) when making the reservation for the rental. For rentals originating at an FBO, as defined herein, Eligible Renters shall make reservations 48 hours in advance of 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 Customer or any other third party in order to connect to such approved booking tool or for any channel to be used by Customer. In the event an Eligible Renter does not use the applicable Account Number or approved booking channel as set forth herein for a rental, the terms and conditions of this Agreement shall not apply to such rental. Reservations for rentals in certain cities during special events, major holidays, and peak seasonal demand periods may require a financial guarantee
4. Preferred Provider Status. Customer agrees to recommend, the Affiliates and Franchisees of the National Car Rental brand in the U.S., Canada, Latin America and the Caribbean and the Enterprise Rent-A-Car brand as options to, Eligible Renters renting vehicles for Business Use in the jurisdictions set forth under this Agreement. Furthermore, Customer agrees to promote the preferred provider status on its internal website and through other company-wide internal communication networks, where applicable. Customer expects to produce approximately \$100,000 ("Volume Benchmark") in time and mileage revenue for car rental services under this Agreement during each twelve-month period during its term.
5. Rental Contracts. For each vehicle rented, the Eligible Renter must execute the then-standard rental agreement of the applicable Affiliate or Franchisee 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. Customer agrees to pay EAN or the applicable Affiliate or Franchisee, as directed by EAN, upon demand for all rentals and other amounts owed by an Eligible Renter under a Rental Contract relating to a Business Use rental not timely paid by such Eligible Renter. Any payments which may be due under this Agreement shall be made no later than 30 days after Customer's receipt of a proper invoice/statement from EAN. Charges for late payment of invoices, other than as prescribed by State Finance and Procurement Article, Title 15, Subtitle 1, Annotated Code of Maryland, as applicable, are prohibited.
6. Rental Rates. For the first twelve (12) months commencing on the Effective Date of this Agreement, EAN agrees to charge the base rental rates ("Rates"), which differ by brand and rental location, and Location Surcharges set forth in Schedules 1 & 2 of this Agreement. For Emerald Club members using the Emerald Aisle, the Rate charged shall be the ICAR rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non-Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented. In each successive 12-month period, EAN may modify the Rates listed herein upon thirty (30) days' prior notice to Customer and modify the Location Surcharges in its sole discretion. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days' notice of such increase in Rates. Rates may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. Vehicle classes are subject to availability. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Rates and surcharges are supplied in local currency.

For National brand rentals in the United States and Puerto Rico, at the time of reservation when Customer reserves using its Account Number(s), EAN will compare the Rate to its Affiliates' publicly available retail rates available for National brand locations in the booking system in which Customer 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. Indemnification. Subject to the limitations contained in this paragraph and to the extent allowed by Maryland law, including opinions of the Attorney General for the State of Maryland, Customer agrees to defend and hold EAN harmless from and against any and all damages, claims and reasonable out-of-pocket cost and expenses relating thereto and arising out of the negligent acts or omission of Customer under this Agreement; provided however, that this indemnification shall be contingent upon an appropriation by the Maryland General Assembly to Customer specifically for the purposes contemplated in this paragraph at the time of an event which may give rise to Customer's obligation to indemnify or hold harmless occurs, and to the extent that a tortious claim is involved, Customer's obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, Maryland Code, State Government Article, Section 12-101 et seq. (the "Act"), if the claim had been asserted against the Customer directly pursuant to the Act. EAN agrees to defend and hold Customer harmless from and against any and all damages, claims and reasonable out-of-pocket cost and expenses relating thereto and arising out of the negligent acts or omission of Customer under this Agreement.
8. Intentionally Omitted.
9. Assignment. Subject to Paragraph 1, 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.
10. Franchisees. 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.
11. Eligible Renters. 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 renter qualifications set forth on the applicable Schedule in the jurisdiction in which the specific vehicle rental originates. Customer 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. If Customer 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 (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 for business purposes. Customer will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.

12. Miscellaneous. Except as otherwise required by law, including the provisions of the Maryland Public Information Act (Maryland Code, State Government Article, §§10-611 et seq.), Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement, including but not limited to the Account Number(s) assigned to Customer, and shall require that its employees do the same. Such requirement of confidentiality shall survive termination of the Agreement for any reason. Customer agrees that EAN and the Affiliates and Franchisees may share information provided by Customer to EAN or any Affiliate with their respective Affiliates and Franchisees, solely for the purposes intended within this Agreement. This Agreement (which supersedes any existing corporate car rental agreements between Customer and EAN or any Affiliate) and any Rental Contract and any addendum thereto entered into between an Affiliate and an Eligible Renter sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. To the extent of a conflict between the terms of this Agreement and a Schedule hereto, the terms of the Schedule shall prevail. To the extent of a conflict between the terms of this Agreement and a Rental Contract, the terms of this Agreement shall prevail. This Agreement shall be governed by the substantive laws of Maryland, without taking into account any conflict of law principles which would require application of another law. Any claim or action arising under this Agreement shall be brought in the state or federal courts in the state of Maryland. Any claim or action arising under a Rental Contract or Emerald Club agreement shall be brought in the jurisdiction as set forth therein. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile, pdf or other electronic transmission shall constitute effective delivery thereof. Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either party's reasonable control: act of God (explosion, flood, storm, fire or accident); war or threat of war, sabotage, insurrection, civil disturbance or requisition; strikes, lockouts or other industrial actions and trade disputes, whether involving employees of either party or of a third party; power failure or breakdown in machinery not caused by a party's negligence or fault; sickness; interruption or failure of means of transportation; or any act or order of any public authority. Neither the acts nor omissions of Customer's employees or renters (in particular driving accidents and offenses) shall be regarded as "force majeure" events.

13. Physical Damage: For rentals to Eligible Renters in the United States and Puerto 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 Customer 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. Customer will advise Eligible Renters that DW applies to their Business Use rentals only. Customer 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 Customer cannot provide such verification, the applicable Affiliate is not obligated to provide DW and may void DW.

14. Third Party Liability: For National and Enterprise brand rentals to Eligible Renters in the United States and Puerto Rico 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 Customer 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 in the United States and Puerto Rico 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 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 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.

15. National Reward Option. For National brand Rentals, Customer shall receive one (1) free rental day certificate for every fourteen (14) completed and paid rental days with EAN, provided that each of the rentals originates in the U.S. or Canada and utilizes Customer's unique contract ID number specified in this Agreement. Certain terms and conditions shall apply. Statement and coupon codes will be emailed to Customer.
16. 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
Attn: Business Rental Sales Department
600 Corporate Park Drive
St. Louis, MO 63105

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

Company: University of Maryland, Baltimore County
Attn: Trisha Wells
Address: 1000 Hilltop Circle
City, State/Province: Baltimore, MD
Zip/Postal Code: 21250

With a copy to: University of Maryland, Baltimore County
Attn: Vice President for Administration & Finance
1000 Hilltop Circle
Baltimore, MD 21250

Schedules 1, 2, 3 are made a part of this Agreement.

The signatory below for Customer represents that he/she is authorized to enter into this Agreement on behalf of Customer, and, by placing his/her signature on this Agreement, agrees to bind Customer to the terms of this Agreement.

EAN SERVICES, LLC

By: _____

Name: Authorized Officer

Title: Secretary or Assistant Secretary

Date: July 22, 2016

CUSTOMER

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

By: _____

Name: Sharon Quinn

Title: DIRECTOR OF PROCUREMENT

Date: 6/24/16

Approved for Legal Sufficiency
UMBC
Office of the General Counsel

Global Corporate Services Agreement

Schedule 1

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	\$44.00	\$85.00
CCAR	Compact	\$45.00	\$85.00
ICAR	Intermediate	\$47.00	\$85.00
SCAR	Standard	\$48.00	\$85.00
FCAR	Full Size	\$51.00	\$85.00
PCAR	Premium	\$61.00	\$61.00
LCAR	Luxury	\$71.00	\$71.00
MVAR	Minivan	\$74.00	\$74.00
IFAR/SFAR	Midsize/Standard SUV	\$74.00	\$74.00
FFAR	Large Sport Utility	\$99.00	\$99.00

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
\$5.00/day	Charlotte; Cincinnati; Cleveland; Kansas City; Milwaukee; Minneapolis/St. Paul; Nashville; Phoenix; Sacramento; Seattle; St. Louis; State of Illinois (excluding Chicago); State of New York (unless otherwise indicated)
\$10.00/day	Aspen; Atlanta; Baltimore; Boston; Burbank; Colorado Springs; Denver; Detroit; Eagle, CO; Hartford; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Manchester; Monterey; New Orleans; Oakland; Philadelphia; Pittsburgh; Providence; Commonwealth of Puerto Rico; San Diego; San Francisco (including the convention center); San Jose; State of Texas; Twin Falls; Vail, CO; Washington DC
\$15.00/day	Chicago; Hawaii Home-City; Los Angeles International Airport (LAX); State of Alaska
\$25.00/day	LaGuardia (LGA), Kennedy (JFK), and Newark (EWR) Airports; NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island); NY/CT/NJ Metro, including Westchester, Islip, Stamford, and Jersey City

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



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
ECAR	Economy	\$41.00
CCAR	Compact	\$42.00
ICAR	Intermediate	\$44.00
SCAR	Standard	\$45.00
FCAR	Full Size	\$48.00
PCAR	Premium	\$58.00
LCAR	Luxury	\$68.00
MVAR	Minivan	\$74.00
IFAR/SFAR	Intermediate/Standard SUV	\$74.00
FFAR	Large Sport Utility	\$96.00

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 Surcharges (Airports Only)
\$5.00/day	Charlotte; Cincinnati; Cleveland; Kansas City; Milwaukee; Minneapolis/St. Paul; Nashville; Phoenix; Sacramento; Seattle; St. Louis; State of Illinois (excluding Chicago); State of New York (unless otherwise indicated)
\$10.00/day	Aspen; Atlanta; Baltimore; Boston; Burbank; Colorado Springs; Denver; Detroit; Dulles International Airport (IAD); Hartford; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Manchester; Monterey; New Orleans; Oakland; Philadelphia; Pittsburgh; Providence; Reagan International Airport (DCA); San Diego; San Francisco; San Jose; State of Texas
\$15.00/day	Chicago; Los Angeles International Airport (LAX)
\$25.00/day	LaGuardia (LGA), Kennedy (JFK), and Newark (EWR) Airports

Surcharge Amount	Enterprise Brand Surcharges (Airport and Home City Locations)
\$10.00/day	Commonwealth of Puerto Rico; Bemidji and Moorhead, MN; State of Montana; State of Nebraska (excluding Omaha and Lincoln); State of North Dakota (unless otherwise indicated); State of South Dakota (excluding Sioux Falls); State of West Virginia; State of Wyoming (excluding Cheyenne, Laramie and Jackson); Washington DC area; San Francisco Downtown; Elko, NV
\$14.00/day	NY/CT/NJ Metro including Westchester, Islip, Stamford and Jersey City
\$15.00/day	Hawaii Home-City; State of Alaska; Tahoe; Williston, ND
\$18.00/day	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

Terms and Conditions:

1. **Weekly and Monthly Rates:** Weekly rates are six (6) 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:** Except for one-way rentals as may be set forth herein, Rates for Economy through Premium vehicle classes include unlimited free miles per day and per week, and 2,500 free miles per month; all other vehicle classes include 150 free miles per day, 1,050 free miles per week, and 2,500 free miles per month, as applicable. Any additional miles will be charged at the rate of \$0.25 per mile.
3. **One-Way Rentals:** One-way rentals are available at all National brand locations. One-way rentals must be reserved as such in advance of the rental or Customer 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, are set forth above as One-Way Daily Rates. One-Way Daily Rates include unlimited mileage except for Premium and above vehicle classes and for which the mileage charge shall be \$0.40 per mile. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Customer will incur an additional surcharge.
4. **Surcharge:** A \$5.00 surcharge will be added to the Rate when the rental commences at a National or Enterprise brand location on a Monday, Tuesday or a Wednesday and is returned within twenty-four (24) hours or less.
5. **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.
6. **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.
7. **Car 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 and high line vehicles. 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. **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.

Global Corporate Services Agreement
Schedule 2

This Schedule applies to rentals from locations operated by an Affiliate or Franchisee under the Enterprise Rent-A-Car brand in Europe, the Middle East and Africa and/or operated by a Franchisee under the National Car Rental brand in Asia, the Pacific Basin, Latin America and the Caribbean, all of which are endorsed suppliers for Customer's rentals.

International Flat Rates, quoted in the respective currencies 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 branded locations in countries throughout Europe, the Middle East and Africa, and National Car Rental branded locations in countries throughout Latin America and the Caribbean (LAC), Asia and the Pacific Basin. International Flat Rates are accessible through all reservation systems worldwide.

Terms and Conditions for International Flat Rates:

1. International Flat 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. International Flat Rates are subject to change without notice.



Amendment to Add Zimride

This Amendment to add the Zimride service, including all schedules attached hereto (hereafter the "Amendment") is made as of the 1ST day of AUGUST, 2016 (the "Effective Date"), by and between EAN Services, LLC (hereafter "Zimride"), and University of Maryland, Baltimore County (hereafter the "Organization") (Zimride and Organization referred to collectively as "Parties"), and amends that particular agreement between the Parties dated _____, 20____ (the "Agreement").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

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

Schedule A: Services, Fees and Obligations of the Parties

Organization Contact Information (for Zimride)

Business Relationship Contact: DANIEL BARNHART	Contact for Set-up Coordination: SAME	Accounts Payable Contact: TAD
Phone: 410-455-3619	Phone: -	Phone: -
Email: BARNHART@UMBC.EDU	Email: -	Email: -
		Purchase Order #: -

This Amendment is the full and complete agreement between the Parties regarding the subject matter herein and 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 or electronic copy of this Amendment bearing such signature and such signature will be valid and binding as if an original executed copy of the Amendment has been delivered.

Except as set forth in this Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed as in full force and effect. In the event of a conflict in terms between this Amendment and the Agreement, the terms of this Amendment shall govern with respect to the provision of the Zimride service. In all other respects, the terms of the Agreement shall govern all such conflicts.

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

EAN Services, LLC

By: [Signature]
Name: Jeffrey S. Cowan
Title: Ass't Secretary

Organization: UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

By: [Signature]
Name: SHARON OLININ
Title: DIRECTOR OF PROCUREMENT

Approved for Legal Sufficiency
UMBC
Office of the General Counsel
[Signature]

Schedule A
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 or otherwise, and the Facebook functionality provided under 1(c) 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.

c. **Facebook Functionality.** Zimride will provide Facebook Connect single sign-on access, and profile linking to the Zimride Ridesharing System unless Organization 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. 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:** The initial term of this Amendment will commence on the Effective Date and will continue for a period of three (3) years. This Amendment 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 renewal term. Termination of the Agreement shall terminate this Amendment unless otherwise agreed by the Parties in writing.

4. **Payment for Service:** Organization shall pay Zimride for services performed and rights granted under this Amendment as follows:

- a. **Service Fee:** A fee of twelve thousand dollars (\$12,000) for each year of service, paid annually in advance, within 30 days of Organization's receipt of proper invoice. Accordingly, Organization shall pay Zimride \$12,000 on the Effective Date for the first year of the initial term and \$12,000 on each anniversary of the Effective Date for each subsequent year in the initial term and any renewal term.
- b. **Enterprise Business Partnership Discount:** Zimride agrees to reflect a discount of six thousand dollars (\$6,000) off the service fee each year that Enterprise Rent-A-Car is considered the preferred rental car company of Organization. The discount will be applied on the Effective Date for the first year of the initial term and on each anniversary of the Effective Date for each subsequent year in the initial term and any renewal term.
- c. **Setup Fee:** A one-time setup fee of two thousand five hundred dollars (\$2,500) will be waived by Zimride.
- d. **Setup Requirements for Zimride Single-Sign On Module (Optional):** Zimride is a member of the InCommon Federation and supports Shibboleth to facilitate Single Sign-

On connections. Shibboleth is an open source framework for Single Sign on authentication based on Security Assertion Markup Language (SAML).

1. We can only integrate with the organization's single sign on system via InCommon (Shibboleth) or any other SAML compliant system.
2. Users will be redirected to the organization's standard login page where they can login using their existing user name and password.
3. Upon authentication, the user will be securely passed on to their Zimride profile.

5. **Promotional and Media Efforts:** Zimride will provide Organization with access to a Zimride Marketing Account Manager who will act as a liaison between Zimride and Organization. Zimride's Marketing Account Manager will provide Organization with a marketing plan as well as Zimride's standard materials and collateral to promote ridesharing to Organization's members. 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.

6. **Referral Credit:** Organization has the option to earn credit with Zimride by referring customers. For each new customer referred to Zimride by Organization that enters into a written contract with Zimride to deploy the Zimride Ridesharing System to its members, the Organization will receive a one-time two thousand (\$2,000) dollar Zimride credit. Notwithstanding the foregoing, Organization will not be entitled to earn a credit if a new customer referred by Organization was in discussions with Zimride at the time of the referral or had previously met with Zimride for the purpose of discussing the Zimride Ridesharing System. The Zimride one-time credit will automatically be applied towards future fees payable by Organization under this Agreement, and will not be paid in cash to Organization even if Organization's credits exceed future fees payable.

7. **Marketing:** The most successful promotion of Zimride requires alignment between Zimride and Organization with respect to marketing activities. In developing a mutually agreed to marketing campaign, Organization brings knowledge and access to its community and Zimride brings its experience successfully launching Zimride rideshare programs across the country. Organization will designate a marketing point person to coordinate the marketing and promotion of the Zimride service to Organization's members. Organization shall promote the Zimride service as mutually agreed by the parties and shall use Zimride's standard marketing materials and collateral provided by Zimride. 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.

8. **Dedicated Email Requirement** – Organization shall send four (4) annual Organization-wide emails dedicated to discussing and providing links to the Zimride Ridesharing System. Zimride and Organization will mutually agree to the content of such emails.

9. **Payment Terms.** All fees payable hereunder are due within 30 days from the date of Organization's receipt of Zimride's invoice. If Organization fails to pay an invoice in a timely manner, Zimride will give Organization written notice. Charges for late payment of invoices, other than as prescribed by the Maryland Code, State Finance Procurement Article, Title 15, subtitle 1, as applicable, are prohibited.

10. **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 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. Unless otherwise expressly permitted in this Amendment, 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's 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 Amendment, (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.

11. **Zimride Member Terms of Service and Privacy.** 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 Service and privacy policy 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."

12. **DISCLAIMER OF WARRANTIES.** Zimride makes no warranties with respect to the Services or the subject matter of this Amendment and hereby disclaims all other warranties, express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose. No warranty is made that the services will meet Organization's or its members' requirements. Organization acknowledges and agrees that the Facebook application is a third party application made available by a third party, Facebook, Inc., and that use of the Facebook application is at Organization's and its members' sole risk and Zimride is not responsible for Organization or its members' use thereof.