

OREGON WECAR® ADDENDUM
to
Oregon Master Price Agreement Number: 9950
Enterprise Rent-A-Car and National Car Rental
for
WeCar® Car Sharing Program for Oregon Participants

State Contract/Addendum Number: _____

This Oregon WeCar® Addendum ("WeCar® Addendum") is for the purchase, under the Oregon Master Price Agreement, Number 9950, by Oregon Participants of hourly vehicle rentals from the Contractor by and through the WeCar® division of EAN Holdings, LLC operating in the State of Oregon

1. **Scope:** This addendum covers vehicle rental Services within the scope of the WSCA Master Agreement for State, State Agencies, and other Oregon Participants, and more specifically for the provision of hourly rental services through the WeCar® Car Sharing Program ("WeCar® program").

2. **Changes:** See Oregon WeCar® Specific Terms and Conditions, attached hereto.

3. **Primary Contacts:**

a. The primary contact for State:

Contact: Tim A. Hay
State/Political Entity: Oregon Department of Administrative Services, State Procurement Office
Address: 1225 Ferry St SE U140
City, State, Zip: Salem, OR 97301-4285
Phone: 503-378-4650
Fax: 503-373-1626
Email: tim.hay@state.or.us

b. The primary contact for the Contractor:

Contact: Davion L. Leese
Entity: Business Rental Account Development, Enterprise Holdings
Address: 20400 S.W. Teton Avenue
City, State, Zip: Tualatin, OR 97602
Phone: 503-612-8195
Fax: 503-467-5547
Email: davion.l.leese@ehi.com

With copy to:

Contact: Ryan S. Johnson

Entity: Assistant Vice President, WeCar
Address: 600 Corporate Park Drive
City, State, Zip: St. Louis, Missouri 63105
Phone: 314-512-5560
Fax: 314-512-5823
Email: Ryan.S.Johnson@wecar.com

4. Contract Number: The contract number for the State is 9950.

This WeCar® Addendum and the Price Agreement, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to hourly rental services through the WeCar® Car Program in Oregon. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Attachment to Oregon WeCar® Addendum

OREGON WECAR® SPECIFIC TERMS AND CONDITIONS

1. Scope and Order of Precedence:

This WeCar® Addendum identifies the additional terms and conditions applicable to Contracts between Contractor by and through the WeCar® division of EAN Holdings, LLC (“Contractor”) and Oregon Participants only for the purchase of WeCar® Program hourly rental car services pursuant to Section 1.26 of the Price Agreement.

In the event of a conflict between the terms and conditions of this Addendum, the Price Agreement and its Exhibits, other addenda and amendments, and the transaction details in a WeCar® Terms of Use or ordering document, the following descending order of precedence applies:

- (a). This Addendum and any exhibits;
- (b). The Price Agreement and its Exhibits
- (c). Any WeCar® Terms of Use or ordering document issued by an Oregon Participant pursuant to this Addendum;

Nothing in this Addendum limits Contractor’s obligations under the Price Agreement unless otherwise noted herein.

2. WeCar® Terms Specific Terms and Conditions:

2.1 Through the WeCar® Program, Contractor shall utilize wireless technology to provide Participants with access to vehicles parked at mutually agreed upon sites in Oregon, Contractor will provide a designated reservation page on its website to make a reservation twenty four hours a day/seven days a week, where Participants can reserve each transaction. Contractor shall also provide for mobile phone access for reservation booking, changes and cancellations (enhanced integration with iPhone and BlackBerry).

2.2 For Business Use WeCar® rentals, Contractor shall provide:

- Full physical damage coverage with \$0.00 deductible pursuant to the terms and conditions of Price Agreement #9950 and the WeCar®, Terms of Use.
- \$1,000,000 liability included in the rates pursuant to the terms and conditions of Price Agreement #9950 and The WeCar® Terms of Use.
- A comprehensive service offering including:
 - A dedicated local support team
 - Local operational and training support
 - Routine vehicle maintenance and mechanical repair
 - 24/7 customer service and roadside assistance

- Fuel – by way of an onboard WeCar® fuel card. This fuel card will be provided by Contractor, kept available in the glove box and is accepted at over 160,000 fuel stations.

- Optional “stacked” vehicle assignments allow drivers to choose from a group of similar vehicles on a lot and increase fleet efficiencies

- The ability for Participants to update their user information, set preferred rental locations, and update their billing information through their on-line profile

- GPS capability (not active during use per legal restrictions)

- administrative rights for Participant to view all of their drivers and their status, invite new drivers to join through email, make and change reservations on behalf of their drivers, and view and sort all of their drivers reservations

- The ability for Participants to submit a spreadsheet of potential authorized users to Contractor. Contractor will make the departmental credit card or account the primary payment method for Business Use reservations. Contractor will manage the billing with the individual department.

2.3. Contractor shall maintain a user-friendly, web-based reservation and payment utility process with features as follows:

- Log in using Member ID and personally selected password.

- Members will be taken directly to the reservation page.

- Search for available vehicles by entering the date and time parameters. The reservation page will direct Members to the nearest available WeCar® vehicle for the day and time requested. Cancellations or changes to existing reservations can be made on the reservation page of the WeCar® website.

- Payment information, (i.e. credit card, debit card, prepay value, etc.) is included in the Participant profile and is imposed via the automated transaction with no additional action required by the Participant.

2.4 In the event all of the WeCar® vehicles are rented, Contractor shall offer free-pickup service and utilize the Oregon Master Price Agreement, Number 9950 to fulfill the renter’s reservation through Contractor’s Enterprise Rent-A-Car or National Car Rental brands.

3. Other terms:

3.1.a. Contractor will wholly administer the WeCar® Program, but will work together with the Participant to determine fleet mix, service levels (according to hourly, daily and monthly surcharges of our current agreement), and the option to open the fleet to retail use during off-peak/weekend hours.

3.1.b. Participant will designate the originally agreed upon number of parking spaces for the WeCar® Program Vehicles with the ability to expand to other locations/extensions as need allows, all as mutually agreed upon in writing with Contractor. Contractor may request additional parking spaces at any time, based on demand. Participant will provide additional parking spaces based on justified demand for the Program and availability of appropriate parking space, taking into consideration any other concerns that the Participant may deem relevant

including cost-benefit analysis. Contractor will provide, and Participant will install, standard signage for the parking spaces dedicated to WeCar® and the Program Vehicles.

3.1.c. Participant will allow the use of the Participant's logo and emblem on official WeCar®-affiliated marketing materials, provided such logo and emblem usage is approved in writing by both Participant and Contractor and does not dilute the Participant's or WeCar®'s trademarks and logos.

3.1.d. The WeCar® Terms of Use are applicable to Participant and Traveler use of WeCar® Program vehicles. Provided, however, that for transactions by Oregon Participants under this Addendum, the terms and conditions in this Addendum supersede entirely the "Terms of Use" for the WeCar® Program published at any Contractor online site in WeCar® Program documents, including the Application, the Handbook, and other documents, to the extent of any conflict. In the WeCar® Terms of Use and WeCar® Program documents:

"Application" means the form generated by Participant to provide Traveler authorization, access to and support for Traveler's use or access to the WeCar® Program;

"Authorized Driver" means the Traveler identified on the Application, who meets the minimum age, license and other requirements of an authorized driver under the Price Agreement;

"Member" means "Participant, by and through Traveler", as Traveler and Participant are defined in the Price Agreement, unless the context requires that Member mean Participant;

"Membership" means the authorization by Contractor for Participant and Traveler use or access to the WeCar® Program; and

"Sponsor" means Participant.

Capitalized terms used but not defined in this Addendum have the meanings ascribed in the Price Agreement.

3.2 Applicable Charges. All charges applicable to this Addendum are in the price page exhibits to the Price Agreement. Except as listed in the Price Agreement, charges listed in the WeCar® Terms of Use are not applicable to this Addendum.

3.3 Contractor will only provide WeCar® vehicle use to a Traveler that is authorized by Participant and that holds a valid driver's license and otherwise meets all normal rental requirements of Contractor. A Traveler's recognition as an Authorized Driver and vehicle access is not transferable. Participant may revoke authorization for a Traveler without cause at any time by providing written notice to WeCar®. WeCar may terminate authorization for a Traveler ("membership") with cause upon no less than fifteen (15) days advance written notice to Participant. Participant must ensure that any Traveler it authorizes to use WeCar® services is aware of and agrees to comply with the WeCar® Terms of Use applicable to Traveler's use of the WeCar® vehicle for Business Use Car Share Periods.

3.4 Driving License Validity Check. A Traveler's eligibility for use of any WeCar® vehicle is subject to a check, either manually or electronically, of the validity of Traveler's official driving license. On receipt of express written consent from Traveler in an Application, Contractor (or its third party designee) may complete the check on (i) receipt of Traveler's Application and prior to approval of Traveler, (ii) the annual anniversary of Traveler's WeCar® Program Application approval date and (iii) upon Traveler's driver's license expiration date. Any discrepancies discovered concerning the validity of Traveler's driver's license can result in revocation of Traveler's access as an Authorized driver in the WeCar® Program. Contractor

shall not approve Traveler as an Authorized Driver without obtaining Traveler's written consent in an Application. Contractor shall notify Traveler that Traveler may revoke the consent at any time, upon written notice to Contractor at WeCarAdmin@wecar.com. Contractor shall not obtain a driving license validity check for a Traveler who has not consented to the check.

3.5. Purchasing Documents: All WeCar® Terms of Use or ordering documents issued by Oregon Participants for WeCar® rentals must include a reference to the Price Agreement No. 9950 and this Addendum for order tracking purposes. All Oregon Participants issuing valid ordering documents will be bound by the terms and conditions of this Addendum and the Price Agreement.

4. Term of the Addendum:

4.1 The term of the Addendum begins when Amendment No. 5 to the Price Agreement is signed by the parties and upon receipt of all approvals required by law and ends on termination of the Price Agreement, unless terminated earlier in accordance with the termination provisions set forth herein.

4.2 In the event the State requests extension of the Price Agreement, the term of this Addendum will extend for the additional period without additional action of DAS SPO and the Contractor, if Contractor agrees. If Contractor does not agree to the extension of this Addendum, Contractor shall notify DAS SPO prior to the start of the additional Price Agreement period, and this Addendum will expire according to its terms, unless earlier terminated.

4.3 Notwithstanding the foregoing, the State reserves the right in its sole discretion to extend this Addendum for a maximum of one (1) calendar month beyond the end of any term. The State shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

5. Termination of the Addendum:

5.1 This Addendum remains in effect until the earlier of (i) the expiration or termination of the Price Agreement, or (ii) termination of this Addendum in accordance with its terms. DAS SPO may, in its sole discretion, terminate this Addendum, in whole or in part at any time, for any reason or no reason, without penalty to the State upon notice to Contractor, or at such later date as DAS SPO may establish in such notice.

5.2 Pursuant to this section, upon receipt of written notice of termination, Contractor shall stop performance as directed by DAS SPO.

6. Amendments:

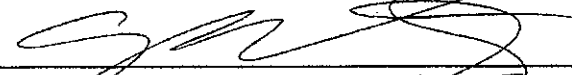
This Addendum may be amended, modified, or supplemented only by a written amendment signed by DAS SPO and Contractor ("Amendment").

7. Training: Contractor shall, at no additional charge, provide WeCar® standard training to personnel of the State and Participants with respect to ordering, WeCar® participation

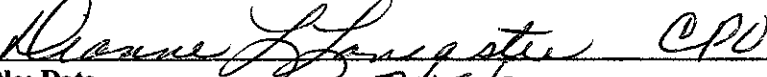
management and safety issues, and procedures for the WeCar® Program. Training must be provided at the location of the Participants and must also be available online.

CONTRACTOR:

EAN Holdings, LLC, through its WeCar® division

By: 
Name: Title: Date SABRINA ROKOVITZ, GM/VP, 2/18/11

DEPARTMENT OF ADMINISTRATIVE SERVICES, STATE PROCUREMENT OFFICE:

Approved
By:  CPU
Name: Title: Date 2/18/2011

APPROVED AS TO LEGAL SUFFICIENCY

Sharman Meiners, Assistant Attorney General, via email, 2/18/2011