

SERVICE AGREEMENT

This Agreement is entered into as of the 28th day of May 2025, by and between Enterprise Fleet Management, Inc., (EFM or Contractor), a Missouri corporation, and County of Waller, Texas (Company).

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and Waller County, Texas.

Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #030122-EFM effective until April 18, 2026.

Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of this Agreement prior to commencing the work contemplated by this Contract. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the performance of this Agreement.

Independent Contractor: Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Contract. Contractor shall exercise independent judgment in performing duties under this Contract, and in cooperation with the relevant County department, is solely responsible for setting working hours, scheduling or prioritizing the work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor the agent, servant, or employee of the County.

Contractor Insurance Requirements: Contractor shall procure, pay for, and maintain insurance coverage during the term of this Contract, with a company authorized to do business in the State of Texas having an "AM BEST" rating of A- or better, and otherwise acceptable to the County. Contractor agrees to maintain the insurance coverages identified in the Sourcewell Contract.

Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured. Contractor shall provide County with unaltered original insurance certificates endorsed by the underwriter prior to Vehicle delivery.

Right of Review and Audit: County may review any and all of the Goods delivered by Contractor under this Contract. County is granted the right to audit, at County's election, all of Contractor's transactional records and billings relating to the performance of this Agreement as may be reasonably necessary for County to confirm its payment obligations under this Contract. Contractor agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by an audit under this section.

No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation

is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

No Arbitration: A dispute arising under or related to this Agreement shall not be subject to arbitration.

Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.

Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Agreement.

No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

Indemnity: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify Waller County, Texas from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Waller County, Texas may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between Waller County, Texas and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Order of Precedence: In the event of conflict between the terms and provisions of the below agreements, the order of precedence shall be as follows:

- Master Equity Lease Agreement and any Amendments Hereto
- Sourcewell Service Agreement
- Service Agreement

No Personal Liability. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the Lessee.

No Waiver of Immunity. The Parties agree that no provision of the Agreement extends the Lessee's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the Lessee of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

Public Information. The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended (the "Act"). Lessor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Lessor expressly understands and agrees that the Lessee shall release any and all information necessary to comply with Texas law without the prior written consent of Lessor.

Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF WALLER COUNTY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON COUNTY PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON COUNTY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, EFM and Waller County, Texas have executed this Service Agreement as of the day and year first above written.

Company: County of Waller, Texas

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: Carbett "Trey" Duhon, III
Title: County Judge
Address: 425 FM 1488
Suite 106
Hempstead, TX 77445

Keith Gurule
By: Keith Gurule
Title: Finance Director
Address: 10401 Centrepark Drive #200
Houston Texas 77043