

Partner Linking License

BY ACCESSING AND/OR USING THE FOLLOWING FILES, LINKS, SOFTWARE AND/OR OTHER INFORMATION PROVIDED BY ENTERPRISE RENT-A-CAR COMPANY, YOU ACKNOWLEDGE: (1) that you have reviewed, understood, and agree to be bound by the following **Terms & Conditions**; (2) that the conduct of accessing and/or using the aforesaid files, links and other software and information constitutes evidence of your acceptance of the **Terms & Conditions**; (3) that you have actual authority to bind your company to the following **Terms & Conditions**; and (4) that you understand that you have the opportunity to decline to enter into this agreement.

To confirm the foregoing, please scroll down and apply the URL. Otherwise click on the “**Back**” button on your browser to return to the previous page.

Terms & Conditions

1. Defined Terms:

In this Agreement, the following expressions shall have the following meanings attributed to them:

“Enterprise Trademarks” - the trademarks, trade names or logos owned by or licensed to Enterprise as identified by Enterprise in writing to the Partner from time to time.

“Partner Trademarks” - the trademarks, trade names or logos owned by or licensed to Partner as identified by Partner in writing to Enterprise from time to time.

“Signposting” - any material on Partner’s Intranet Site which promotes Enterprise or its affiliates and encourages visitors to access the Custom Enterprise Web Site and which signposting material shall take the form of one or more graphic representations, text, hyperlinks including (without limitation to the generality of the foregoing) “banner” or “pop-up” advertisements and which will include a Hypertext Link.

“Enterprise” - Enterprise Rent-A-Car Company.

“Partner” – Independent company approved by Enterprise and who has entered into this Agreement and who agrees to be bound by its Terms & Conditions.

“Hypertext Link” - an electronic hypertext link permitting direct access from Partner’s Intranet Site to the home page of the Custom Enterprise Web Site.

“Intranet Site” - Partner’s private computer network used internally only by its company or organization, and which is not accessible to the public.

“Custom Enterprise Web Site” – The custom internet web site created by or for Enterprise at the URL to which Partner is entitled to create a Hypertext Link(s) using the Signposting from Partner’s Intranet Site, subject to and in accordance with these Terms & Conditions.

“URL http://www.enterprise.com/car_rental/deeplinkmap.do?bid=028&refId=CENFLCC (or such other url as may be notified to Partner from time to time by Enterprise in accordance with these Terms & Conditions).

2. Use of Logos, Trademarks and Trade Names:

(a) Enterprise grants Partner the revocable, non-exclusive, personal, non-assignable and non-transferable right to display the Enterprise Trademarks, as provided to Partner by Enterprise or approved by Enterprise, on Partner's Intranet Site strictly for the purpose of displaying Signposting on Partner's Intranet Site (but no other). Any further use, reproduction, publication, transmission, exploitation or communication of the Enterprise Trademarks is expressly prohibited except with the prior written consent of Enterprise. Partner expressly recognizes and acknowledges that all right, title and interest in and to the Enterprise Trademarks and/or the Signposting, as provided to Partner by Enterprise or approved by Enterprise, or in and to any other intellectual property rights of Enterprise, including but not limited to copyright rights (hereinafter collectively referred to as "Enterprise Property"), are vested in Enterprise and/or its affiliates. Partner acknowledges Enterprise's exclusive right, title and interest in and to the Enterprise Property and agrees that it will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair, in whole or in part, such right, title and interest. Enterprise shall have the right to terminate this Agreement upon notice to Partner in the event that Partner challenges the validity of any of the Enterprise Trademarks or other Enterprise Property or disputes Enterprise's entitlement to or ownership of the same. In connection with Partner's display of the Enterprise Property on Partner's Intranet Site, Partner shall not in any manner represent that it has any ownership of the Enterprise Property, and Partner acknowledges that all use of the Enterprise Property (including, for the avoidance of doubt, any and all goodwill developed and/or associated with the Enterprise Property) shall inure solely to the benefit of Enterprise and/or its affiliates.

(b) Partner grants Enterprise the revocable, non-exclusive, personal, non-assignable and non-transferable right to display the Partner Trademarks, as provided to Enterprise by Partner or approved by Partner, on the Custom Enterprise Web Site as reasonably necessary in connection with the operation of the Custom Enterprise Web Site for Partner. Any further use, reproduction, publication, transmission, exploitation or communication of the Partner Trademarks other than in connection with the operation of the Custom Enterprise Web Site is expressly prohibited except with the prior written consent of Partner. Enterprise expressly recognizes and acknowledges that all right, title and interest in and to the Partner Trademarks, as provided to Enterprise by Partner or approved by Partner, or in and to any other intellectual property rights of Partner, including but not limited to copyright rights (hereinafter collectively referred to as "Partner Property"), are vested in Partner and/or its affiliates. Enterprise acknowledges Partner's exclusive right, title and interest in and to the Partner Property and agrees that it will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair, in whole or in part, such right, title and interest. Partner shall have the right to terminate this Agreement upon notice to Enterprise in the event that Enterprise challenges the validity of any of the Partner Trademarks or other Partner Property or disputes Partner's entitlement to or ownership of the same. In connection with Enterprise's display of the Partner Property on the Custom Enterprise Web Site, Enterprise shall not in any manner represent that it has any ownership of the Partner Property, and Enterprise acknowledges that all use of the Partner Property (including, for the avoidance of doubt, any and all goodwill developed and/or associated with the Partner Property) shall inure solely to the benefit of Partner and/or its affiliates.

3. Internet Linking: Enterprise grants Partner the revocable, non-exclusive, personal, non-assignable and non-transferable right to link its Intranet Site to the Custom Enterprise Web Site by the incorporation on Partner's Intranet Site of Signposting provided (or otherwise approved in writing) by Enterprise to Partner. The link shall not bypass the home page of the Custom Enterprise Web Site to link directly to any other page of the Custom Enterprise Web Site or any of Enterprise's other internet web site(s), unless expressly agreed to in writing signed by Enterprise. Partner agrees that the materials on its Intranet Site shall not imply in any way that information or content from the Custom Enterprise Web Site is maintained within Partner's Intranet Site and, in particular, shall not "frame" (nor permit to be "framed") any part of the Custom Enterprise Web Site within any part of Partner's Intranet Site. Without limiting

the generality of the foregoing, Partner will: (i) incorporate Signposting provided (or otherwise approved in writing) by Enterprise without modification or alteration into Partner's Intranet Site on pages which are relevant to Enterprise's products and services (the final positioning of which shall be subject to prior approval in writing by Enterprise (not to be unreasonably withheld or delayed), giving equal prominence to all Signposting, each Hypertext Link and Enterprise's brand(s) as to any other providers of similar products and services advertised on the same pages of Partner's Intranet Site; (ii) maintain all Signposting; (iii) promptly (and in any event within 24 hours of receiving Enterprise's request in writing or (in the case of urgency) by telephone) modify the form, content or position of Signposting if so requested by Enterprise; (iv) not otherwise modify the form, content or position of the Signposting without the prior written consent of Enterprise; (v) promptly change the URL within any Hypertext Link(s) in order to change the Custom Enterprise Web Site to which it links if so requested by Enterprise; (vi) give Enterprise not less than two week's written notice of any changes to Partner's Intranet Site which might affect the operation of (any of) the Hypertext Link(s).

4. Quality Control: In order to preserve the reputation and integrity of the Enterprise Property, Partner agrees that it will maintain a high quality standard for goods and services it provides in connection its permitted use of the Enterprise Property hereunder (including, for the avoidance of doubt, but without limitation, Partner's Intranet Site), in compliance with all applicable laws and governmental regulations and in accordance with best industry practice. Enterprise shall have the right to inspect the quality of goods and services provided by Partner in connection its permitted use of the Enterprise Property hereunder to ensure that such quality standards are maintained. Partner will follow all instructions of Enterprise with respect to the use and display of the Enterprise Property as permitted hereunder. In particular (but without limitation) Partner shall: (i) immediately cease to use the Enterprise Trademarks and/or other Enterprise Property upon written request by Enterprise; (ii) follow any branding guidelines issued to Partner by Enterprise (from time to time); and, (iii) shall not make any warranty or representation in relation to or on behalf of Enterprise (or any of its affiliates) including (but without limitation) any warranty or representation that Enterprise (or any of its affiliates) endorses or recommends the Partner, or its products and/or services (including, for the avoidance of doubt, but without limitation, Partner's Intranet Site).

5. WARRANTIES: Partner warrants to Enterprise: (i) Partner's Intranet Site does (and will) not link to or from any third party web site that contains any material which infringes any statutory, legal or regulatory requirements; is obscene, pornographic, offensive or defamatory or otherwise might or will expose Enterprise (including any of its affiliates) to any civil or criminal proceedings; and, (ii) Partner's Intranet Site does (and will) not contain any material which infringes the intellectual property rights of any third party.

Enterprise makes no warranties, express or implied, with respect to the Enterprise Property, Partner's use of the Enterprise Property, the Custom Enterprise Web Site or the link from Partner's Intranet Site to the Custom Enterprise Web Site. Enterprise shall not be responsible for any technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled, or delayed transmissions from or to the Custom Enterprise Web Site.

Save as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

6. Termination: This Agreement shall commence upon the date it is entered into by the parties and shall continue until terminated in accordance with these Terms and Conditions. At its sole discretion and at any time, either party may terminate this Agreement by notice in writing to the other. Upon termination of this Agreement for any reason, Partner shall immediately remove any Signposting or other

Enterprise Property from its Intranet Site and all rights in relation to such signposting or other Enterprise Property (including, for the avoidance of doubt, the Enterprise Trademarks) shall immediately cease.

7. Indemnification: Partner will, at its sole cost and expense, indemnify, defend and hold harmless Enterprise and its direct and indirect shareholders, subsidiaries and affiliates and their respective directors, officers, employees, agents, contractors and insurers (each an “Enterprise Indemnified Party”) from and against any claims, liabilities, suits and/or proceedings (each a “Claim”) made or brought by any third party against any Enterprise Indemnified Party, including, without limitation, reasonable attorney’s fees, costs, judgments, awards, settlement amounts and expenses with respect thereto, to the extent that such Claim is based on a claim, suit and/or proceeding that (a) relates to goods or services sold or provided by Partner and/or (b) arises out of Partner’s breach of any representation, warranty, term or condition of this Agreement.

8. Independent Contractors: It is agreed and understood that Enterprise and Partner are independent contractors and that neither of these parties is an agent or employee of the other party. Neither of the parties has a proprietary interest in the other party, and neither of the parties has an interest in the business of the other party, except to the extent set forth in this Agreement. Nothing in this Agreement shall be construed as creating a partnership between the parties.

9. Governing Law: The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to any conflict of laws principles.

10. Choice of Language: The parties confirm their express wish that this Agreement and any related documents be drawn up in the English language. Les parties confirment leur volonté expresse que ce contrat et tous les documents s’y rattachant soient rédigés en langue anglaise.

Any questions regarding these Terms & Conditions should be directed to Renee Reuter, Manager of Trademarks and Intellectual Property, Enterprise Rent-A-Car Company, 600 Corporate Park Drive, St. Louis, Missouri 63105.