

LOSS DAMAGE WAIVER 1J - AII

As part of the services Hertz provides under its Corporate Account Agreement, Hertz agrees to include Loss Damage Waiver (LDW) and to waive its right to collect for all loss of or damage to a Hertz vehicle, including administrative fees and other related charges resulting from any cause, provided:

- A. The rentals take place at a participating Hertz location in the Continental United States, excluding Alaska and Hawaii, and are for business purposes only.
- B. The loss damage does not arise out of any prohibited use under the Rental Agreement.
- C. The Company's CDP-ID number is noted on the Rental Agreement and the rental rate in effect is a Hertz Corporate Rate, Standard Rate, or other published rate, except Tour Rates, Insurance Replacement Rates, and Dealer Service Loaner Rates, provided under this agreement.
- D. In the event the renter and/or any authorized operator violates the terms and conditions of the Rental Agreement resulting in loss of or damage to the rental vehicle, the renter/authorized operator(s) and the Company will be jointly and severally liable for all such loss or damage as provided under the Rental Agreement.

LIABILITY PROTECTION OVERRIDE 1U-AII

UNITED STATES

1. Notwithstanding any lesser amounts specified as the limits of protection, if any, or contrary terms of protection under "Liability Protection" in any Rental Agreement pertaining to any rental from Hertz under the Agreement ("Rental Agreement"), Hertz will provide primary protection in the United States and District of Columbia, subject to and in accordance with the provisions of the Rental Agreement in effect at the time and place of rental for such rental, for bodily injury or death up to a limit of \$100,000 for each person and up to a limit of \$300,000 for each accident, and up to a limit of \$25,000 for property damage, unless the rental agreement or applicable law requires higher limits of protection, in which case such higher limits shall apply to that rental.
2. Within the limits stated above, Hertz will indemnify, hold harmless, and defend Company employee renters ("Renter") and fellow employees who operate the car incidental to their business duties, from and against liability to third parties, excluding any Renter's or any Authorized Operator's family members related by blood, marriage or adoption residing with Renter or them for bodily injury, including death and property damage. This will conform to the basic requirements of any applicable "No Fault" law but does not include "Uninsured Motorist", "Underinsured Motorist", "Supplementary No Fault" or any other optional coverage. To the extent permitted by law, Hertz and Company on behalf of itself and its Renters hereby reject the inclusion of any such coverage. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary coverage by the law of the jurisdiction in which the accident occurred. To the extent permitted by law, Hertz' defense obligation to the Renter/Authorized Operator shall cease after the limits of liability protection provided in paragraph 1 are tendered or exhausted.
3. The protection specified in paragraph 1 above shall apply only to business rentals set forth in the Agreement and remain in effect until the Agreement is terminated or until such protection is modified or terminated, which shall be at the sole discretion of Hertz, exercisable at any time or from time to time upon thirty (30) days prior written notice to the Company, addressed and sent as required under the Agreement.
4. The renter shall have the right to allow any duly licensed driver who otherwise meets Hertz' applicable rental qualifications in effect at the time and place of rental, who is a business associate, customer or supplier with whom the Renter may have business dealings on behalf of the Company, to use the rented car during the course of a rental that is in whole or part for the business purposes of the Company, even though such person is not an employee of the Company and has not signed the Rental Agreement. Any such person granted such permission shall be deemed an Authorized

Operator under the terms of the Rental Agreement but shall only be entitled to the benefit of all liability and property damage protection provided under the Rental Agreement, if any, and not to the protection specified in paragraph 1, above.

5. The parties hereto agree that, if Hertz is required to pay damages arising from a liability claim made against Hertz and/or its Authorized Operator stemming from the use of a Hertz vehicle on a business rental by an employee of the Company in violation of the terms and conditions of the applicable Rental Agreement, the Company shall indemnify Hertz for all sums paid by Hertz in settlement of such liability claims, including the costs for defending such claims.
6. The Company acknowledges that, as part of its obligations under the Agreement, the Company shall advise its employees of the rates, benefits and restrictions set forth in the Agreement, including the benefits and restrictions set forth in this Liability Protection Override.

RATE STABILIZATION

UNITED STATES

Any provision of the Corporate Account Agreement ("Agreement") effective 08/01/2017 between The Hertz Corporation ("Hertz") and COLUMBIA UNIVERSITY, and all subsidiaries ("Company") notwithstanding, so long as the Company meets its car rental expenditure commitment for each three month period under Paragraph A of the Agreement and so long as the Agreement is not earlier terminated, Hertz agrees that it will not increase the Corporate Rates for vehicle rentals set forth in Paragraph A1 of the Agreement for the 36 month period commencing 08/01/2017 and ending 07/31/2020. This Exhibit shall in no way restrict Hertz' right to modify from time to time, the city groupings set forth in Attachment 1 and Attachment 2 to the Agreement. During the term of this Agreement, if Hertz' fleet costs in any model year increase by 7.5% or more over the prior model year, Hertz may modify the Corporate Rates and discounts contained in this Agreement upon 30 days prior written notice to this Company.

PARTIALLY PARTICIPATING LICENSEE LOCATIONS

Apply Contract Rates on all rentals at partially and Fully Participating Licensee locations. Standard Rates should apply only when requested vehicle class is unavailable on Contract Rate or Contract Rates are blacked out.

Except as otherwise provided herein, all other charges Hertz may impose in connection with a rental – including, but not limited to, taxes; surcharges; charges for the purchase of loss/collision damage waiver, theft protection and insurance coverage of any type; vehicle upgrade charges; common facility and transportation charges; location service charges; delivery and collection, one-way and drop charges; airport and other concession fee recoveries; vehicle licensing fees and fee recoveries; other expense recoveries; additional driver and age differential charges; currency conversion charges; and charges for child seats, ski racks, fuel, refueling, cellular telephone and other communications services, navigational services and satellite radio services – are not included in the rates set forth in paragraph A. Where imposed, no discount shall apply to such other charges.

AUTOMATED EXCLUSION OF OPTIONAL SERVICES OFFERS

At the request of COLUMBIA UNIVERSITY ("Company"), Hertz will not offer the following optional services for rentals under this agreement:

Loss Damage Waiver (LDW)

Liability Insurance Supplement (LIS)

Do not sell or offer optional services including Neverlost to Applicant Rentals.

In consideration of Hertz taking this action, the Company agrees to defend, indemnify and hold Hertz harmless against any losses, liabilities, or expenses (including reasonable attorney's fees) resulting from claims, demands or actions asserted by or on behalf of all renters not offered these optional services.