

**AMENDMENT #3 to
MASTER AGREEMENT #7540**

1. This is Amendment No. 3 to Master Agreement No. 7540 (as amended from time to time the "Contract") dated August 16, 2017 between the State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS") for the benefit of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint") and other Purchasing Entities ("Purchasing Entity"), Corporate Travel Management North America, Inc., hereafter called Contractor. DAS and Contractor may be referred to as "Party" or "Parties".

2. The Contract is hereby amended as follows (new language is indicated by bold and underlining and deleted language is indicated by strikethrough):

2. TERM; OPTION TO RENEW. This Agreement is effective on the date it has been signed by all Parties and all required State of Oregon approvals have been obtained ("Effective Date"). This Agreement expires on ~~August 16, 2019~~ **August 16, 2022** or the date Contractor has completed all Services in accordance with the requirements of this Agreement. The Parties may extend the term of this Agreement, upon written notice given to the other party at least 30 days prior to the end of the then current term, for additional one, two or three year terms, provided, however, that the total term of this Agreement will not extend beyond 6 years from the Effective Date

2.1 One-month Extension: Notwithstanding the foregoing, DAS, in its sole discretion, may extend this Agreement for a maximum of 1 calendar month beyond the term. The Contract Administrator shall notify the Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one month extensions under this Section are not allowed.

3.4.2 Reporting

3.4.1 ~~2.1~~ NASPO ValuePoint Reporting

Contractor shall provide reports on quarterly basis reporting of benchmarked savings of the NASPO ValuePoint contracted rates versus published rates. Every six (6) months, Contractor and the NASPO ValuePoint Account Manager shall conduct a total travel review. This review will communicate lost savings, room for improvement, benchmarking, and the future of your travel program. The Contract Administrator can access the reporting tool and other site administration functions as part of their user access role in both Booking Tool and ~~iBank~~ **Business Intelligence reporting tools** or other reporting tools. These requirements outlined in Sections 7 and 8 of the NASPO ValuePoint Terms and Conditions.

EXHIBIT A – DESCRIPTION OF SERVICES and RATES

1.11 Training:

- a. Offer webinar, online, on-site, video, user guide and phone training to Participating State's/Entity's at its request. These trainings must highlight step-by step-on how to

make a reservation from start to finish, highlight features and benefits of the booking tool and any other components the Participating State/Entity has requested.

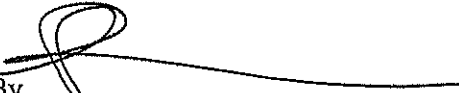
- b. In addition to delivered reports, designated NASPO ValuePoint or Lead State site administrators will receive training on ~~iBank~~ **Business Intelligence reporting tools** or other reporting tools so they can retrieve travel spend data whenever the need arises. All ~~iBank~~ **Business Intelligence reporting tools** or other reporting tool reports can be formatted in PDF format, Excel, Rich Text, Word, as requested by the Traveler.

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

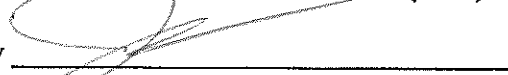
**CONTRACTOR
SUFFICIENCY**

APPROVED AS TO LEGAL

By 
NATALIE JANE BENSON
Title: COO
1/29/2019
Date

Not Required if exempt under OAR 137-045-0050

**APPROVED BY THE DEPARTMENT OF
ADMINISTRATIVE SERVICES (DAS)**

By 
Title: SPA
2/4/2019
Date