



Complete to **Request Approval** from VADMV to participate in the Online Dealer Program and return completed sheet by fax or email attachment to:

#

Title Technologies, Inc

888-285-0534 Fax

Dealership Name:

Dealer Number:

Mailing Address:

Processing Fee:

Actual Location Address:

(If different from location for system user)

Name of President or Owner of Dealership:

Dealership Contact Person/Title Clerk:

Email Address:

Financial Email:

Internet Provider (AT&T broadband, etc):

Dealer Federal ID#:

Dealer website link:

DMS Provider (ADP, R&R, Wayne Reaves, etc):

Date Contract Signed:

Dealership Phone Number(s):

Dealership Fax #:

Business Type (Auto/Truck, MC, Trailer, Fleet etc):

Dealership Type (new, Used, MC etc):

**\*\*PDF or Scanned Copy of Dealer Buyers order and completed security certificates for all users to [va\\_contracts@titletec.com](mailto:va_contracts@titletec.com)**



# We are pleased to present the following Confidential Proposal to

## **Pricing**

### **Transaction Fee**

Per transaction for t21's Online Dealer (OLD) Title and Registration product

Per transaction for t21's Non-Rental, Rental and Fleet product

Per transaction for t21's Dealer Title Only (DTO) product

Per transaction for Print on Demand (PoD) Temporary Tags, this includes the \$1.00 fee that is remitted to the Commonwealth of Virginia's DMV.

Per calculation for t21's State Integrated Fee Calculator. This component eliminates refund checks Due to the over and undercharging of Title and Registration fees.

Per month/per location Forms Generation Module. This component provides F&I forms to be printed on a laser printer.

### **Support Fees**

Per month / per location (includes upgrades, help-desk support, on-site training and support)

### **DMS Integration Fees and Associated Maintenance Fees**

Per month / per location

### **Installation/Training Fees**

For the first location

For each additional location

### **Agreement Term**

Dealer may terminate the agreement at any time with no additional cost.



Memorandum of Understanding with Title Technologies, Inc. d/b/a TitleTec, Inc.

Dear \_\_\_\_\_,

This memorandum of Understanding (this "MOU") is to set forth a few general terms of the relationship between **Title Technologies, Inc.**, a Delaware corporation, doing business in the Commonwealth of Virginia as **TitleTec** ("TitleTec") and its assignees and the person(s) and the Dealership entity shown in the spaces provided for signature below on behalf of the Dealership, (referred to as the "Licensee") regarding TitleTec's intellectual property and TitleTec's license of the same to the Licensee.

TitleTec is granting the Dealership a non-exclusive and non-transferable license to use TitleTec's t21 software (the "Software") at a certain designated location. The Licensee may not copy the Software or any hard copies of documents related to the Software except as instructed by TitleTec. Any Software provided to the Licensee in machine readable form may not be copied by the Licensee in whole or in part, except for the Licensee's backup or archive purposes. The Licensee will not modify, reverse engineer, disassemble or decompile the Software or any portion thereof or allow any of its employees or agents to do the same.

Access is governed through a variety of security measures and TitleTec intends Licensee's use of the Software pursuant to this MOU to be in compliance with, *16 C.F.R Part 314*, commonly referred to as the Federal Trade Commission Safeguard Rules.

The Licensee hereby acknowledges that all Software modifications shall be the sole property of TitleTec. The Licensee further acknowledges that all copies of the Software in any form provided by TitleTec or made by the Licensee are the sole property of TitleTec, its successors or assigns and/or its suppliers.

The Licensee also hereby acknowledges and agrees that the Software and any documents related thereto constitute and contain valuable proprietary products and trade secrets of TitleTec and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, the Licensee agrees to secure and protect (and take precautions to ensure that its employees treat) the Software and any documents related thereto as proprietary and confidential. The Licensee's obligations as set forth in this MOU will survive the termination of this MOU or of any license granted under this MOU for whatever reason. The Licensee also hereby agrees: (1) that it shall limit access to any Authorized User Terminal to Authorized Users approved by the Virginia Department of Motor Vehicles and trained by TitleTec; (2) no Authorized User Terminal may be left unattended, even briefly, while logged on to the Software system; (3) no Authorized User Terminal (Including any monitor, printer, printout or other form or display or duplication of information derived from TitleTec or the Software or provided pursuant to this MOU) may be placed or positioned so that it may be seen by anyone not an Authorized User; and (4) any printed copy of vehicle record as collected and maintained by TitleTec or the Virginia Department of Motor Vehicles, pursuant to applicable law, with respect to a motor vehicle, including identification, ownership, and any liens or other encumbrances pertinent to such vehicles and obtained through this Agreement will be destroyed as soon as its legitimate use has ended. For purposes of this MOU, "Authorized User" shall mean an employee or principal of Licensee who is authorized, pursuant to procedures adopted by TitleTec and the Commonwealth of Virginia's Department of Motor Vehicles (including training), to access vehicle records or file vehicle record information electronically. For purposes of this MOU, "Authorized User Terminal" shall mean any computer terminal, monitor, and/or any related peripheral device used by an Authorized User to view, print, retrieve, store, transmit or otherwise access or manipulate information pursuant to this MOU. Licensee hereby acknowledges that a breach of this MOU will cause TitleTec and any applicable third parties irreparable injury and damage and that TitleTec and any applicable third parties will have the right to enjoin such a breach or obtain any other equitable relief, without the requirement of a bond or security of any nature, in addition to any other rights or remedies available to TitleTec or the applicable third parties at law or in equity. Again, the Licensee's obligations under this MOU will remain in full force and effect after the termination of this MOU.



The Licensee shall indemnify and hold TitleTec harmless, together with TitleTec's officers, agents and employees, from and against any claims, demands, or causes of action whatsoever arising on account of Licensee's modification, misapplication, enhancement of the Software or otherwise, or caused by, arising out of or resulting from the use of the Software by Licensee, its subsidiaries or their officers, employees, agents or representatives. TitleTec does not represent or warrant that errors in the software or documentation will not occur; and TitleTec's sole obligation in such event is to take reasonable steps to correct such errors. TitleTec's sole obligation in such event will be to provide corrected Software or corrected documentation or data resulting from such errors. TitleTec will make a reasonable effort to have the Software available during normal operating hours. However, TitleTec cannot guarantee such availability and cannot be responsible in any manner for the availability of the Information Services. Accordingly, the sole liability of TitleTec to Licensee or any third party for claims arising out of the unavailability or interruption of the Software for any reason will be to use commercially reasonable efforts to make the Software available promptly. These are the sole remedies available to Licensee or any third party for claims relating to the matters covered by this paragraph regardless of the form in which the claim or action may be asserted, and TitleTec will not have any monetary or other liability as to any claim. The sole remedy that Licensee or any third party may have against TitleTec under this MOU or otherwise for any matters other than those covered in this Paragraph will be damages limited to the lesser of (i) the amount of the actual damages incurred by Licensee; and (ii) an amount equal to one months' average fees paid by Licensee to TitleTec for the specific piece of the Software or Software application on which the claim is based. Such fees will be averaged based on the average of those fees for the 12 months preceding the month in which the damage or injury is alleged to have occurred.

The Licensee agrees to pay fees to TitleTec for the use of t21 per the signed t21 Pricing Proposal(s). Fees are subject to change on an annual basis. The annual basis will be calculated starting from the date of acknowledgement and agreement on this MOU. TitleTec will provide written notification 30 days prior to the date of any fee changes.

This MOU may be terminated by either party with 30 days written notice.

This MOU may be assigned by TitleTec to any of TitleTec's successors, affiliates, or assigns without obtaining the consent of the Licensee. Licensee also hereby acknowledges that a breach of this MOU will cause TitleTec irreparable injury and damage and that TitleTec and any applicable third parties will have the right to enjoin such a breach or obtain any other equitable relief, without requirement of a bond or security of any nature, in addition to any other rights or remedies available to TitleTec or the applicable third parties at law or in equity.

If you are in agreement with the terms set forth above in this MOU, please acknowledge your understanding and agreement by signing in the space indicated below.

Sincerely,

Daniel Burgess  
 Managing Director  
 Title Technologies Inc.

Acknowledged & Agreed:

\_\_\_\_\_  
 Dealership

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name / Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dealer License Number

**Title Technologies, Inc**  
**Title & Registration Automated System**  
 TitleTec Enrollment Form and Authorization Agreement for Electronic Debit of Fees and Taxes

By signing this form, I authorize Title Technologies, Inc (hereinafter "TitleTec") to initiate t21 (Title Automation) electronic debit entries from a checking or savings account indicated below at the financial institution identified below. I understand that payments for fees and taxes **shall** be deducted from the account by TitleTec, and **only from the one bank account indicated**. In the event of overpayment/underpayment to TitleTec from the bank account, I authorize TitleTec to make an adjusting debit entry to the account up to the amount of the overpayment of underpayment. I may request to revoke or cancel this enrollment and authorization by providing written notification to TitleTec. Termination will be effective **only** after access to ALL of the t21 websites has been terminated and all fees and taxes authorized through t21 have been fully paid. **Any change** to the bank account or to a new financial institution will require a new TITLETEC ENROLLMENT FORM AND AUTHORIZATION AGREEMENT. I understand that failure to notify TitleTec of any account change could result in privileges to t21 being revoked without notice and possibly I could incur additional penalties for the delay in the collection for any fees and taxes due the County.

Return completed form to the following address along with a **voided check from the account** to be debited:

Title Technologies, Inc Attn: ACH Department 14850 Montfort Drive, Suite 190 Dallas, TX 75254	<p style="text-align: center;"><b>The following company IDs MUST be open in your ACH filter (fraud protection) if you have an ACH filter activated on your account</b></p> <ul style="list-style-type: none"> <li>● <b>A640689294</b></li> <li>● <b>B640689294</b></li> </ul>
--	---

**SECTION 1 - Dealer Identification Number (EIN) (TO BE COMPLETED BY THE PAYOR)**

Employer Identification Number (EIN)	OR	Social Security Number (SSN)								
		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> <td style="width: 12.5%; border: 1px solid black; height: 20px;"></td> </tr> </table>								
For Businesses: Enter the EIN as reported to the State Comptroller's Office on <b>Form W-9</b>		For Individuals: Enter the SSN as reported to the State Comptroller's office on <b>Form W-9</b>								

**SECTION 2 - Dealer Information (TO BE COMPLETED BY THE PAYOR)**

Please print or type	Name of Payor as Shown on the Bank Account	Contract Person Name
	Business Name, if Different From Above	Contact Signature
	Address (No. & Street & Apt No. or PO Box No & Suite No)	Contact Telephone No. (Include Area Code)
	City, State and Zip Code	Date
	Depositor Account Number (Up to Seventeen (17) positions)	
	Transit Code	22 - Checking Account      32 - Savings Account

**SECTION 3 - Financial Institution Information (TO BE COMPLETED BY THE PAYOR)**

Financial Institution Name and Address	Bank ABA Number (Nine Positions)		
	Account Title		
<b>Certification:</b> I confirm that for the above named Dealer that I have entered the information contained herein. As a representative of the above named Dealer, I certify that the information provided to Title Technologies, Inc is true and correct.			
Print or Type Representative's Name	Signature of Representative	Telephone (Inc Area Code)	Date



Virginia Department of Motor Vehicles  
P.O. Box 27412 Richmond VA 23269-0001

**CERTIFICATION OF RECEIPT OF INFORMATION SECURITY  
POLICY BY DMV CONTRACTORS**

**I certify that I have been informed of the information Security Policy and I agree to adhere to its provisions as related to my position, which include but may not be limited to the following:**

- **I will not create, access, alter, delete, or release any records of the DMV except as necessary to perform authorized duties.**
- **I will protect confidential and personal information, whether on paper, microfilm, or computer files, by following security procedures.**
- **I will not disclose customer information except when specifically required by my job duties and when allowed by the Code of Virginia, the Fair Credit Reporting Act, and DMV rules, regulations, and operating procedures.**
- **I will follow all identification procedures and requirements before conducting transactions which alter an individual's records or affect an individual's eligibility status for licensing or other Department services**
- **I will disclose confidential or personal information to another individual only if that individual has an official need to know in connection with his or her job duties.**
- **I will immediately report any knowledge of a violation of this policy to my immediate supervisor or to DMV.**
- **I will safeguard information obtained through the National Criminal Information Network, the National Driver Register, CDLIS, and any other sources for disclosure to unauthorized parties.**
- **I will complete an application and pay appropriate fees for personal transcripts or any other services of DMV.**

**I understand that my failure to comply with this policy may result in civil penalties and/or criminal prosecution as noted in the Virginia Computer Crimes Act of 1987 and applicable state and federal laws. I understand that non-compliance may also result in termination or suspension by DMV of any contractual agreements and the rescinding or any operating authority delegated by DMV to me or to the organization I represent.**

<u>NAME and TITLE of AUTHORIZED USER</u> <u>(PLEASE PRINT)</u>	<u>EMPLOYER, ORGANIZATION, DEALERSHIP OR FLEET</u>
<u>SIGNATURE</u>	<u>DATE</u>
	<u>DEALER or FLEET NUMBER:</u>