



ELT Contract Information

Dealership Information

Dealership : _____
Address : _____
City : _____
State : _____
Zip : _____
Phone : _____
County : _____

Contact / Signer : _____
Position : _____
Email : _____

Additional Information

DBA Name : _____
Employer ID Number : _____
Billing Type : Daily
-

Notes/Comments

Dealer Initial: _____

TITLETEC PRICING SCHEDULE

Georgia ELT Fee Schedule

Description	Transaction Fees
ELT Lien Perfection	\$5.50
ELT Lien Satisfaction	\$2.00
ELT Title Correction, Conversion or Resend Lien Perfection	\$2.00
ELT Print on Demand	\$9.50
Support (upgrades, help-desk support, training)	Included
Set-up (Installation and training)	Included

DOR Fees

The Transaction Fees herein include fees levied by the Department of Revenue ("DOR") related to Customer's or Customer's authorized user's access and use of the services, including any charge or fee initially charged to TitleTec. DOR fees are subject to change at any time without notice.

Dealership Name (Customer): _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____



Memorandum of Understanding with Title Technologies, LLC.

Dear _____,

This memorandum of Understanding (this "MOU") is to set forth a few general terms of the relationship between Title Technologies, LLC. doing business in the State of Georgia 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 Licensee a non-exclusive and non-transferable license to use TitleTec's 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. 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: (i) that it shall limit access to any Authorized User Terminal to Authorized Users approved by the State of Georgia and trained by TitleTec; (ii) no Authorized User Terminal may be left unattended, even briefly, while logged on to the Software system; (iii) no Authorized User Terminal (Including any monitor, printer, printout or other form or display or duplication of information derived from TitleTec or the Software provided pursuant to this MOU may be placed or positioned so that it may be seen by anyone not an Authorized User; and (iv) any printed copy of vehicle record as collected and maintained by TitleTec or the State of Georgia 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 State of Georgia, 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. Licensee's obligations under this MOU will remain in full force and effect after the termination of this MOU.

Licensee Initials: _____ Page: 1

Confidential



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 documenta-tion 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 Software per the TitleTec Pricing Schedule. With the exception of an increase resulting from new or increased fees by the Georgia Department of Revenue related to Customer's or Customer's authorized user's access and use of the services, which may change at any time, fees are subject to change once annually. TitleTec will provide notification prior to the date of any fee changes.

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

Sincerely,

Tim Ingram
VP of Client Success
Title Technologies LLC

Acknowledged & Agreed to by:

Dealership

Authorized Signature

Print Name / Title

Date



ELT

CREDIT CARD AUTHORIZATION FORM

1. Complete the form by printing legibly with a dark pen, all billing and shipping information in the blanks.
2. Sign with the credit card holder's signature on the line indicated
3. Include a photocopy of the front and back of the signed credit card.

I, _____, hereby authorize Title Technologies, LLC to charge my credit card account in the amount of \$_____ (including shipping and/or taxes, if applicable).

Type of Card: VISA MASTERCARD AMEX DISCOVER

Credit Card Number _____

Expiration Date _____ CVC Code _____ (Last three digits on the number on the back of the card)

Credit Card Billing Address	
Street:	_____

City:	_____
State:	_____ Zip Code: _____
Telephone:	_____

Requested Shipping Address	
Street:	_____

City:	_____
State:	_____ Zip Code: _____
Telephone:	_____

As the credit card holder, I hereby authorize receipt of merchandise at the shipping address above.

Cardholder's Signature _____

Date _____

All information entered on this form will be kept strictly confidential by Title Technologies, LLC.

Dealership Name: _____



GEORGIA DEPARTMENT OF REVENUE

Motor Vehicle Division • Business Registration Unit

P.O. Box 740381, Atlanta, GA 30374-0381 ▪ GeorgiaELT@dor.ga.gov

EXHIBIT A – AGENCY AGREEMENT

INSTRUCTIONS: All sections of this Agreement must be completed before an applicant (“Holder”) can request or obtain motor vehicle information through a Georgia Department of Revenue (“Department”) approved third party provider (“Vendor”) to confirm owner identity, verify security interest or lien information, or otherwise process an transaction, through the Department’s Electronic Lien and Title (“ELT”) Program. Please send completed Agreements to GeorgiaELT@dor.ga.gov.

SECTION A. APPLICANT INFORMATION		
Name of Individual (Last Name, First Name, Middle Initial):		Official Use Only Security Code Assigned:
Holder Company Name (Firm or Trade):		Telephone Number:
Account Contact Person:	E-mail Address:	Telephone Number:
Street Address (Physical Location):	City: State:	Zip Code:
Mailing Address (If Different):	City: State:	Zip Code:
Describe the primary function of your business:		
Describe how the motor vehicle information will be used:		
SECTION B. AUTHORIZATION		
<p>I, an authorized representative of _____ (Holder Company Name) request to participate in the Department’s ELT Program through _____ (Vendor Name) and to obtain motor vehicle records from the Department. I hereby authorize Vendor to make the records available to _____ (Holder Company Name) to confirm owner identity, verify security interest or lien information, and process transactions.</p>		
		_____ Signature

SECTION C. STATEMENT OF UNDERSTANDING, CERTIFICATION, AND RATIFICATION

Instructions: Read the Statement of Understanding, Certification, and Ratification, then sign.

I understand that providing false or misleading information is cause for the denial of an application and/or refusal of any request for motor vehicle records. Such statements may also result in a bar from participation in the ELT program. Accordingly, I authorize the Commissioner of the Department, or the Commissioner’s designee, to investigate any matter or statement contained in this request.

I understand that if this request is approved, I am agreeing to designate the Vendor as my agent and attorney-in-fact for the purposes of the ELT program.

I understand that the Vendor shall obtain motor vehicle records from the Department and make such records available for me to confirm ownership and security interest or lien information. All communications to the Department shall be through the Vendor.

I certify under penalty of perjury that: 1) all information in this application has been read and understood; 2) all information completed in this application is true and correct; and 3) the willful and unauthorized disclosure of information obtained from any Department record may result in penalties imposed under Title 18 U.S.C. Section 2724 and/or any other applicable law.

I certify that I am requesting Georgia motor vehicle title records for use ONLY in confirming ownership, verifying security interest or lien information, and processing transactions pursuant to the Federal Driver’s Privacy Protection Act (DPPA) and Georgia law.

I certify that I have read that certain Contract By and Between the Department and Vendor for the Electronic Lien and Title Program (“Contract”), and by signing below, do ratify and agree to be legally bound by the acts of the Vendor and the requirements of a Holder under that Contract.

Signature(s) of Authorized Individual, Partners, Authorized Officer of Agent of the Holder

Signature

Print Name and Title

Date