TitleTec
a Solera company

ETR CONTRACT INFORMATION

Dealership Information	
Dealership Name	
Address	
City	
State	
Zip	
County	
Phone Number	
Master Tag Number	
Contact/Signer	
Title	
Email Address	
DMS Type	
Static IP Address	
Additional Information	
DBA Name	
Account Name	
FEIN	
Notes/Comments	

TITLETEC PRICING SCHEDULE

Georgia Services Fee Schedule (GIADA)

Product ID	Description	Monthly Fee	Transaction Fee
	TitleTec ETR Fees		
2101	TitleTec(ETR) Electronic Title/Reg Processing		$13.50
2105	TitleTec Temporary Operating Permit ("TOP")		$ 2.00
2010	DMS Integration	$	
2107	TitleTec Inquiry		$1.00
2109	TitleTec Full Quality Assurance		$5.00
2106	TitleTec Duplicate (ETR) Title Fee		$3.00
2110	Enhanced QA & Deal Finalization (optional)		$6.00 ☐

Department of Revenue ("DOR") *	Transaction Fee
DOR (ETR) Electronic Title/Reg Processing	$ 5.00
DOR Inquiry Fee	$ .50
DOR Temporary Operating Permit ("TOP") Inquiry	$ .50
DOR TOP Issuance	$ 2.00
DOR Document Error (Correction Required by DOR after date of finalization of a transaction)	$ 15.00
DOR Late Image Fee (if images of application documents not submitted to the DOR within 15 days of the date of finalization of transaction)	$ 5.00
DOR Late Image Fee (if images of affidavit of address change not submitted to the DOR within 15 days of the date of change of address transaction)	$ 5.00
DOR Late Image Fee (if images of application documents not submitted to the DOR within 45 days of the date of finalization of transaction)	$100.00
DOR Late Image Fee (if images of affidavit of address change not submitted to the DOR within 45 days of the date of change of address transaction)	$100.00

* DOR Fees

Georgia Department of Revenue ("DOR") transaction fees are fees charged to Customer by TitleTec as fees, fines, or penalties are levied by the DOR related to Customer's or Customer's Authorized User's acccess and use of the Services and its acts or omissions, including any charge, fee or penalty initially charged to TitleTec. DOR fees are subject to change at any time without notice.

Dealership Name (Customer): _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Title Technologies, LLC
Title & Registration Automated System ("t21")
TitleTec Enrollment Form and Authorization Agreement for Electronic Debit of Fees and Taxes

By signing this form, I authorize Title Technologies, LLC (hereinafter "TitleTec") to initiate electronic debit entries via t21 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/credit 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 changes 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, LLC Attn: ACH Department 10808 S. River Front Parkway, Suite 500 South Jordan, Utah 84095	**The following company IDs MUST be open in your ACH filter (fraud protection) if you have an ACH filter activated on your account** ● **6203280988**

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

Employer Identification Number (EIN)		Social Security Number (SSN)
	OR	
For Businesses: Enter the EIN as reported to the State Comptroller's Office on **Form W-9**		For Individuals: Enter the SSN as reported to the State Comptrollers office on **Form W-9**

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

Certification:
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, LLC is true and correct.

Print or Type Representative's Name	Signature of Representative	Telephone (Inc Area Code)	Date

Title Technologies, LLC.
10808 S. River Front Parkway, Suite 500
South Jordan, UT 84095

This Master Service Agreement ("Agreement") with an effective date of _____ ("Effective Date") is entered into by and between Title Technologies, LLC. ("TitleTec") and _____ ("Customer"). This Agreement is comprised of these terms and conditions and Schedules: Proposal and Additional Terms and Conditions (each a "Schedule" or "Schedules") and supersedes and replaces all prior agreements between TitleTec and Customer.

1. **TITLETEC SERVICES AND PRODUCTS.** TitleTec will furnish to Customer, and Customer will purchase or license from TitleTec, as applicable, the products and related services listed in the Schedule in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, all products, Software, data and other services provided by TitleTec shall be collectively referred to as the "Service" or "Services."

2. **DEFINITIONS**
A. "Access" means the ability access the Services locally or via the internet and/or to connect to the "Titletec Web site" in order to access the Service.
B. "Access Information" means the passwords and user IDs that allow Access to the Services to process transactions.
C. "TitleTec Confidential Information" means information disclosed by TitleTec, including, without limitation, the terms and conditions of this Agreement, trade secrets, methodologies, supplier lists, customer lists, customer data, cost and price data, software, computer and telecommunications systems, records, technical processes and formulas, product designs, sales, unpublished financial information, product and business plans, usage rates, projections, marketing data and memoranda, papers, letters, e-mail, notes, plans, documentation, records and all copies thereof relating to the existing or planned business or technology of TitleTec.
E. "Personal Information" means consumer and vehicle related information found in the motor vehicle or driver record, which includes but is not limited to, the subject's driver identification number, name, address, telephone number and medical or disability information that is accessed by Customer and its authorized users by means of the Access Information pursuant to the provision of Services to Customer.
F. "Documentation" means the applicable specifications, manuals, product data sheets, instructions or other documentation relating to the Service, whether in hardcopy or electronic form, that is furnished to Customer during the term of this Agreement.
G. "Input Data" means data: (i) that is input by Customer and/or its authorized users and submitted to TitleTec for fulfillment of the Services or as stated in a Schedule.
H. "License" means the license granted in Section 3, paragraph A.
I. "Software" means TitleTec's t21 software and any other proprietary systems programs, applications programs, databases and related information and documentation contained in the Service.
J. "Department" means those persons or state governmental agencies that: TitleTec has an agreement in place to allow TitleTec and its Customers authorized access to the state's electronic filing system and electronic temporary registration system to electronically title or register motor vehicles, issue or transfer registration license plates or decals and electronically transfer fees related to registration transactions and perform related inquiries.

3. **GRANT OF LICENSE**
A. Subject to the continued payment of the fees due hereunder by Customer to TitleTec as provided in Section 6 of this Agreement, the terms and conditions of this Agreement, TitleTec grants to Customer a personal, non-exclusive, non-transferable limited license to Access and use the Services for the limited purpose herein.
B. The access is solely for Customer's own internal use and benefit, and not for resale, transfer, sublicense, or use by or for the benefit of, any third party or entity. Customer shall use the Services only as specifically authorized by TitleTec herein and shall not use, link or interface the Services with any equipment, software, data, network or communications system, in any manner or in connection with any function, not specifically authorized by TitleTec.
C. Customer may not use the Services, directly or indirectly, for any purpose other than as expressly permitted under this Agreement and at the TitleTec Website.
D. Customer will provide TitleTec with information required by TitleTec for Customer's registration to allow Access to the Services. Customer will provide true, accurate and complete information. TitleTec will endeavor to verify Customer's registration information and such verification may require contacting Customer. Customer will keep the registration information current and accurate. TitleTec may require Customer or its authorized users sign a criminal history affidavit. After acceptance of Customer's registration and/or affidavit by TitleTec and the Department, if applicable, TitleTec will provide Customer with the Access Information. Customer shall be solely responsible for maintaining the confidentiality of the Access Information and for any use of the Access Information. Customer shall notify TitleTec immediately of any known or suspected unauthorized Access or disclosure of Customer's account or Access Information.
E. Customer shall not use, transfer, distribute, interface, integrate, or dispose of any information or content data contained in the Services in any manner that could compete with TitleTec's business. Customer may not: (i) use the Services to provide services to third parties; (ii) obtain, or assist others in obtaining Access to the Services other than as permitted hereunder; or (iii) reproduce, republish or offer any part of the Services (or compilations based on any part of the Services) for sale or distribution in any form, over or through any medium whether in hard copy, electronically or otherwise, including, without limitation, wireless communications, via cable or broadband services, hyperlink, framing or in any other manner on the Internet, any public or private bulletin board system or other electronic network without the prior written consent of TitleTec.

4. **TERM OF AGREEMENT**. This Agreement shall commence on the date the Services are first used by Customer and shall continue until: (i) either party provides the other with thirty (30) days prior written notice of its intent to terminate; (ii) TitleTec may terminate immediately for cause; or (iii) TitleTec may terminate pursuant to additional terms and conditions in Schedule A to this Agreement. Customer's and TitleTec's continuing obligations under this Agreement including, without limitation, those relating to the Products, the "TitleTec Confidential Information, the Personal Information, the Input Data and those relating to limitation of liability under Paragraph 14 below, shall survive the termination of this Agreement.

5. **OWNERSHIP AND CONFIDENTIALITY**
A. TitleTec and/or TitleTec's licensors own all right, title and interest in and to the Services, including, but not limited to, all databases, computer programming, Software and related information and Documentation, as well as any technology used to create the Services. Other than the limited use granted to Customer in this Agreement, Customer shall have no ownership rights in and to the Services, or the technology used to create the Services. TitleTec (or its licensors or third-party information and content providers) retains all rights, title and interest in and to all of the information, content, data, designs, materials and all copyrights, patent rights, trademark rights and other proprietary rights inherent therein or appurtenant thereto, provided by TitleTec. All rights not expressly granted hereunder by TitleTec are expressly reserved to TitleTec and its licensors and information and content providers.
B. Customer shall not, either directly or indirectly, through its consultants, contractors, representatives, or affiliates, attempt to reverse engineer, copy, reproduce, recompile, decompile, disassemble, distribute, publish, resell, sublicense, modify, create derivative works from, or in any way exploit any portion or component of any technology or software created by TitleTec and used in connection with the Services, and all such information and code shall be deemed TitleTec Confidential Information. Modification of the content of the Services by Customer shall be a material breach of this Agreement.
C. Personal Information shall be deemed confidential and may only be utilized pursuant to the terms and conditions of this Agreement and Schedules, as the case may be, and for no other purpose whatsoever.
D. TitleTec Confidential Information shall be deemed confidential and proprietary to TitleTec.
E. Customer shall reproduce TitleTec's name on any copies of reports, estimates and forms, irrespective of the form of such copy, as Customer may lawfully reproduce for its own use.
F. TitleTec will treat Input Data as confidential, except as specifically provided in this Agreement.
G. TitleTec and Customer will take appropriate steps to notify their respective employees and consultants, with a need to know and who are not competitors of TitleTec, who are granted Access to Personal Information, Input Data or the TitleTec Confidential Information, as the case may be, of their confidentiality obligations with respect thereto. TitleTec and Customer will instruct such persons to keep Personal Information, Input Data and TitleTec Confidential Information, as the case may be, confidential by using the same care and discretion that such party uses with respect to its own trade secrets and proprietary data and information. Notwithstanding the foregoing, TitleTec may disclose and provide access to Input Data and/or other Customer information as required or compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, or in order to comply with applicable requirements of any government department or agency or other regulatory authority.

H. As requested by TitleTec during the term of this Agreement, or upon expiration or any termination of this Agreement, Customer shall return or destroy, as TitleTec directs, all material (including all copies) in any medium that contains, refers to, or relates to the TitleTec Confidential Information.

6. **PRICING**
A. The prices for the Services are specified in a Schedule. With the exception of fees assessed by the Department or data integration fees, the initial prices shall remain effective through the first year of the Agreement. Thereafter, prices may be adjusted by TitleTec upon sixty (60) days prior notice to Customer. Department fee increases or data integration fee increases, if applicable, may be adjusted at any time with prior notice.
B. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, except taxes related to the income of TitleTec or the employees of TitleTec. C. Customer transactions are invoiced daily through automatic ACH. If Customer fails to pay any amounts due under this Agreement, Customer shall, upon demand, pay interest at the rate of 1-1/2% per month (but in no event more than the highest interest rate allowable by law) on such delinquent amounts from the due date until the date of payment. If TitleTec's financial institution returns Customer's payment to TitleTec because of insufficient funds, then TitleTec will charge a fifty dollar ($50) fee to Customer.

7. **AVAILABILITY AND USE OF THE SERVICES**
A. TitleTec will make reasonable commercial efforts to support and make available the Services.
B. In order to improve the quality of the Products, TitleTec reserves the right to update and modify operation of the Services, including but not limited to changes in: (i) the rules of operation; (ii) accessibility periods; (iii) identification procedures; (iv) type of equipment, type of system, and service equipment required; (v) the timing of scheduled maintenance; and (vi) the registration information and Access Information procedures. During maintenance or updating, the Services may be unavailable.
C. TitleTec may make updates to the Services, the frequency of which will be determined solely by TitleTec.
D. TitleTec reserves the right to discontinue providing any Service or feature of a Service upon sixty (60) days prior written notice to Customer; provided, however, TitleTec will replace any such Service with a service functionally similar to the Service being replaced, at no additional cost to Customer, for the remainder of the term of this Agreement. If no such Service is available, TitleTec shall issue a refund for any fees paid in advance.

E. Customer will use the Services in accordance with such reasonable rules as may be established by TitleTec from time to time as set forth in any documentation furnished to Customer by TitleTec or set forth on the TitleTec Website.
F. Customer shall be solely responsible for all log-on or other charges associated with the ability to use the Services.
G. Customer assumes exclusive responsibility for: (i) the consequences of any instructions Customer gives; (ii) Customer's failure to properly Access or use the Services; and (iii) Customer's failure to supply accurate Input Data.

8. **COMMUNICATIONS LINES**
A. Customer shall order the installation of appropriate communications lines and equipment to enable Customer to Access and use the Services. Customer shall pay all charges relating to the installation and use of communications lines and equipment in connection with the Services.
B. TitleTec shall not be responsible for the reliability and continued availability of the communications lines and equipment used by Customer in Accessing and using the Services.

C. Customer shall be responsible for all charges relating to long distance, message units, cellular and 800# use for accessing the network connecting to TitleTec's host computer or server.

9. INPUT DATA SECURITY
A. TitleTec reserves the right to issue and change procedures from time to time to improve data security.
B. TitleTec will take reasonable precautions to prevent the loss or alteration to the Input Data, but TitleTec cannot guarantee against any such loss or alteration.

10. SOFTWARE
A. To the extent that the Services contain Software, Customer is a licensee of TitleTec of such Software. Customer accepts such licenses and/or sublicenses, as the case may be, from TitleTec for the Software upon the terms and conditions set forth in this Agreement.
B. The licenses for the Software granted by TitleTec to Customer hereunder convey personal, non-exclusive, non-transferable rights to Customer to use the Software for the limited purposes set forth herein.
C. Customer may need to download certain software components from the TitleTec Website in order for Customer to use the Services.
D. TitleTec is not responsible for any bugs, viruses or errors in the downloaded software which result from Customer's telecommunication or cable line provider, Customer's connection to the Internet or connecting Customer networks, or Customer software.
E. Customer will abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the downloaded software and/or in the TitleTec Website and Customer will retain all copyright and other proprietary notices on any forms downloaded from the TitleTec Website.
F. Customer further agrees to any and all additional terms and conditions that are set forth on the TitleTec Website with respect to the Services.

11. RETURN OF PRODUCTS.
Upon termination of this Agreement for any reason, Customer shall immediately cease to use the Services and shall return or destroy, at TitleTec's discretion, any and all copies of the Services, Documentation, and TitleTec Confidential Information (including, without limitation, worksheets, documentation, computer program media and CDs) relating to the Services which are in its possession or in the possession of its employees, or agents. Customer is responsible for packing the Services, TitleTec Confidential Information and Documentation in accordance with TitleTec's instructions, and paying all associated freight, insurance, shipping and packing materials charges for its return to TitleTec.

12. WARRANTY
A. TitleTec warrants that the Services will substantially conform to their design specifications as represented in the applicable documentation under normal use and circumstances. This warranty shall not extend to any items which have been altered, changed or modified in any way without TitleTec's prior written consent in each instance. TitleTec does not warrant that the Services will meet Customer's requirements or that operation of the Services will be uninterrupted, error-free or consistently at optimal speed.
B. TITLETEC WILL NOT BE LIABLE TO CUSTOMER FOR OR DUE TO UNFORSEEABLE AND REASONABLY UNPREVENTABLE INTERRUPTIONS OR DEGRADATIONS OF SERVICES, LACK OF INTERNET CAPACITY, DEFICIENCIES OR INSTABILITY OF INTERNET SYSTEMS AND SERVICES PROVIDERS, OR INTERCEPTION OF DATA THROUGH THE INTERNET BY THIRD PARTIES.
C. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE SERVICES, TITLETEC WEBSITE, OR SOFTWARE COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO (1) ANY WARRANTY AS TO THE QUALITY, ACCURACY OR SUITABILITY OF THE INFORMATION CONTAINED IN THE SOFTWARE, AND (2) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
D. TITLETEC DOES NOT GUARANTEE THE SEQUENCE, ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES. TITLETEC HAS THE RIGHT TO CHANGE THE CONTENT OR TECHNICAL SPECIFICATIONS OF ANY ASPECT OF THE TITLETEC WEBSITE OR THE PRODUCTS AT ANY TIME AT TITLETEC'S SOLE DISCRETION.

13. LAWS AND GOVERNMENTAL REGULATIONS
A. Customer is responsible for: (i) compliance with all laws and governmental regulations affecting Customer's business; (ii) any state mandated terms and conditions, regulations or laws attached hereto as a Schedule to this Agreement; and (iii) any use Customer may make of the Services to assist Customer in complying with such laws and governmental regulations. TitleTec and its suppliers have no responsibility relating thereto (including, without limitation, advising Customer of Customer's responsibility in complying with any laws or governmental regulations affecting Customer's business). In no event shall Customer rely solely on Customer's use of the Services in complying with any laws and governmental regulations.
B. If, in TitleTec's sole judgment, providing the Services to Customer hereunder violates, or is likely to violate, any laws or governmental regulations, TitleTec may, upon written notice to Customer, immediately cease providing the Services to Customer and immediately terminate this Agreement.

14. LIMITATION OF LIABILITY
A. TitleTec's sole liability to Customer or any third party for claims, notwithstanding the form of such claims (e.g. contract, negligence or otherwise), arising out of: (i) the unavailability of the Services; (ii) the interruption in or delay of the Services; or (iii) errors or omissions in the Services provided or to be provided by TitleTec hereunder shall be to use commercially reasonable efforts to make the Services available as soon as reasonably practicable.
B. TitleTec shall not have any liability under this Agreement for any money damages resulting from claims made by Customer or any third party for any and all causes covered by Paragraph 14(A) above. TitleTec's sole liability under this Agreement for money damages resulting from claims made by Customer or any third party arising from or related to any and all causes not covered by Paragraph 14(A) above shall be limited to the lesser of: (i) the amount of actual damages incurred by Customer; or (ii) an amount which will not exceed three months average total monthly charges paid by Customer for the particular service as to which Customer's claim relates during the twelve (12) months preceding the month in which the damage or injury is alleged to have occurred, or such lesser number of months if Customer has not received twelve (12) months Access and use of the Services. Such damages shall be the full extent of TitleTec's monetary liability under this Agreement regardless of the form in which any such legal or equitable claim or action may be asserted against TitleTec and shall constitute Customer's sole monetary remedy.
C. TitleTec shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement resulting directly or indirectly from any cause beyond TitleTec's reasonable control.
D. IN NO EVENT WILL TITLETEC BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CUSTOMER MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF TITLETEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. INDEMNIFICATION.
Titletec shall defend and hold harmless Customer against all damages and costs which may be finally assessed in any claim that TitleTec developed Services (not including any modification of Services name, branding or trade name selected or requested by Customer) infringe any U.S. patent, copyright or trade secret, provided that Customer shall give prompt written notice to TitleTec of any such claim, shall cooperate fully with TitleTec, and that Tit;eTec shall take over, settle, or defend such claim under TitleTec's sole direction and at TitleTec's expense.

TitleTec, at its option and expense may either: (i) replace or modify the Products with a non-infringing product; (ii) produce for the Customer the right to continue to use the Services ; or (iii) grant the Customer the option to terminate this Agreement. With respect to software not developed by TitleTec, to the extent permitted under TitleTec's agreements with licensors of the non-TitleTec developed software, TitleTec will pass on to Customer the non-TitleTec developed software licensors' proprietary rights infringement indemnification obligations; provided, however that non-TitleTec developed software licensors shall be fully responsible for the payment of any award under the terms of their agreements with TitleTec and that TitleTec shall not have any responsibility relating thereto. The foregoing remedies shall not be available to Customer if an alleged infringement results from, or is based upon, the use of the Services in combination with any other services or products not licensed by TitleTec to Customer.

Customer shall indemnify and hold TitleTec harmless from and against any liability, cost, loss, or expense of any kind (including reasonable attorney's fees and court costs) arising out of or based upon any claim, demand, or action that (i) constitutes a breach of any of the Customer's representations, warranties, or agreements hereunder; or (ii) arises out of the negligence or willful misconduct of Customer

16. **DEFAULT BY CUSTOMER; REMEDIES UPON DEFAULT.** Should Customer: (a) default in the payment of any sum of money due hereunder; (b) default in the performance of any other of its obligations under this Agreement; or (c) commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or if any substantial part of Customer's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, then, in any such event, TitleTec, at its option, may, upon written notice thereof: (i) terminate this Agreement; (ii) declare all amounts due and to become due hereunder immediately due and payable; (iii) demand that Customer (and Customer will) return any or all portions of the Services the TitleTec Confidential Information, and any Access Information resident in Customer's computer memory with a certificate to that effect issued by an officer of Customer; (iv) demand that Customer immediately cease Access to and use of the Services and TitleTec Website; and/or (v) terminate all of Customer's rights relating to the Services. The remedies contained in this Paragraph 17 are cumulative and in addition to all other rights and remedies available to TitleTec under this Agreement, by operation of law or otherwise.

17. **GENERAL**
A. Customer has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a writing signed by both parties.
B. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of TitleTec. TitleTec shall have the right, without notice to or consent of Customer, to assign, transfer, pledge or otherwise dispose of this Agreement to one or more assignees. Each assignee shall have all of the rights but none of the obligations of TitleTec under this Agreement. In the event of any such assignment by TitleTec, the right of the assignee to receive payments and other amounts payable hereunder as well as any other right of the assignee shall not be subject to any defense, set-off or counterclaim which Customer may have against TitleTec or any other party. On receipt of notification of such assignment, Customer shall comply with the written directions or demands of such assignee and shall make all payments due hereunder as such assignee may direct in writing. This Agreement is binding upon and shall inure to the benefit of TitleTec and Customer and their respective successors and permitted assigns.
C. A breach of any provision of Paragraphs 3, 5 and/or 6 of this Agreement will cause TitleTec irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights or remedies which may be available to TitleTec at law or in equity.
D. If any provision of the Agreement (or portion thereof) is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.
E. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.
F. The individuals entering into this Agreement on behalf of TitleTec and Customer do each hereby represent and warrant that they are duly authorized by all necessary action to enter into this Agreement on behalf of their respective principals.
G. All notices shall be in writing and shall be forwarded by registered or certified mail and sent to TitleTec and Customer at the addresses set forth on the first page of this Agreement or to any other address designated in writing hereafter. Any notice to TitleTec shall be sent Attention: Co-Managing Director, and shall include a copy to the Legal Department, Attention: General Counsel.
H. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, other than that state's choice-of-law rules. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a court with proper jurisdiction over cases and controversies in and for Salt Lake County, Utah.

Agreed to by:

	Title Technologies, LLC.
By: _____ (signature)	By: _____ (signature)
Name/Title: _____ (print or type)	Name/Title: _____ (print or type)
Date: _____	Date: _____

TITLETEC RESERVES THE RIGHT TO REVOKE ITS ACCEPTANCE OF THIS AGREEMENT
DUE TO ERRORS OR MISCALCULATIONS MADE ON THE SCHEDULES.

©2017 TitleTec

This Schedule A to the Agreement ("Schedule") by and between Title Technologies, LLC. ("TitleTec") and _____ ("Customer") is issued pursuant to and shall be governed by the Master Service Agreement dated _____ by and between the parties (the "Agreement").

Any capitalized terms not defined in this Schedule shall have the meanings for such terms as defined in the Agreement. If there is any conflict or inconsistency between the terms and conditions of this Schedule and those set forth in the Agreement, the terms and conditions of this Schedule shall take precedence, prevail, and control.

1.   Term and Termination

The Agreement and this Schedule may be terminated immediately by TitleTec for any of the reasons listed is this Section 1. Customer is not entitled to recover any charges, fees or damages uncured as a result of the termination.

1.1   Using data or Personal Information from the Software for unauthorized purposes and/or releasing any such information to any individual or other legal entity without prior written consent of the DOR;

1.2   Providing access to Software or any data or information from the Software or Services to a person not approved or authorized as a Software Authorized User;

1.3   Failure to comply with any TitleTec or DOR policies or procedures as provided from time to time or any terms and conditions herein;

1.4   Entering any false information into the Software system or inducing another to do so;

1.5   Customer fails to stay current on all Georgia state tax obligations and/or fails to remit title and registration fees in the correct amounts or negligent in remittance; and

1.6   Upon termination of TitleTec's agreement between TitleTec and the DOR.

2.   Definitions

2.1   Authorized User: Customer or Customer personnel who are approved to access and use the Software and Services to issue titles and registrations, temporary tags, transfers or new plates.

2.2   Date of Finalization: Means the date of which all electronic information and taxes necessary to the legal registration and titling of a motor vehicle in the State of Georgia have been accepted by the DOR.

2.2   DOR: The Georgia Department of Revenue

2.3   DPPA: Driver Privacy Protection Act. Under state law, motor vehicle, driver license and vehicular crash records are subject to public disclosure. DPPA. 18 United States Code, Sections 2721-2725., keeps personal information private by limiting who has access to the information.

2.4   Electronic Filing System ("EFS") and Electronic Title and Registration ("ETR"). DOR systems that TitleTec integrates using TitleTec Software to allows an Authorized User to process titles and registrations, temporary tags, transfers or new plates.

2.5   Inquiry: Means the process, by which Customer may request Personal Information from the DOR via the Software only for the Permitted Uses.

2.6   Permitted Use: Means those uses expressed herein which are acceptable for the Customer to use Personal Information under this Schedule and pursuant to state and federal law.

   2.6.1   Verifying the current vehicle record owner and any security interest or lien holder(s) for trade-in vehicles only;

   2.6.2   Completing an application for title and/or registration; or

   2.6.3   Processing a Transaction or Temporary Operating Permit ("TOP").

2.7   Personal Information: Information found in the motor vehicle or driver record, which includes but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information pursuant to access to the Software.

2.8   Software: That certain TitleTec proprietary software (in source and object code) and related documentation owned by TitleTec (and/or TitleTec's third party licensors) integrated with the ETR and EFS and is accessed by Customer via the Internet under the Services, which is further described and/or identified in this Schedule. For the avoidance of doubt, Software shall also mean (as applicable) TitleTec's pre-existing analytical tools, scripts, or routines used in the performing and/or providing the Services, but excluding Customer's Input Data.

2.9   Transaction: Means any sale or of a replacement title service for a motor vehicle initiated by Customer which involves the use of TitleTec's Software.

3.   General Requirements

3.1   At all times that Customer and Customer's Authorized Users have access to the Software, Customer shall comply with the DPPA, all applicable Georgia laws and regulations and statutes and accompanying DOR promulgated rules, and all applicable DOR specifications, policies and procedures for the accessing of Personal Information and issuing of titles, registrations, temporary tags or temporary transfer of metal license plates;

3.2   Customers shall maintain a current list of Authorized Users accessing the System. Customer shall make the list available to TitleTec and/or the DOR within three (3) business days of such request;

3.3   Any Transaction, Inquiry or TOP that has been initiated by the Customer and is pending within the DOR's system, but has not yet been completed, will still be charged at the regular rate regardless of whether the respective Transaction, Inquiry, or TOP is ultimately completed;

3.4   Customer must immediately notify TitleTec to deactivate any Authorized User that has been terminated, quits or has a job change that no longer requires or allows access to TitleTec Software;

3.5   Customer must complete and return an accurate ACH form and Data Access Agreement, if applicable;

3.6   When a Transaction is conducted, Customer assumes full responsibility and shall be fully liable to TitleTec and the DOR for its accuracy. Customer agrees to indemnify and hold TitleTec and the DOR harmless from any and all damages, claims, costs or expenses, if any, that may result due to any error or transmission of inaccurate information by Customer; and

3.7   Customer shall indemnify and hold harmless TitleTec and the DOR from and against any and all claims, demands, liabilities, losses, cost or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to any injury arising out of or resulting from the performance of this Agreement or any act or omission, whether negligent or not, on the part of Customer, its agents,

employees or Authorized Agents due to any breach of this Agreement by Customer, or due to the application of violation of any pertinent Federal, State or local law, rule or regulation. This indemnification obligation survives the termination of the Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Customer.

4. ETR Processing

4.1 Customer and its Authorized Users may edit any Transaction information while such Transaction is pending. However, after the Date of Finalization, any errors in the documents or imaging will be subject to a document error fee, including but not limited to changes of name and address;

4.2 All ETR transactions must be finalized within thirty (30) days of the date of purchase;

4.3 All documents or images of documents must be provided to the DOR within fifteen (15) days of the Date of Finalization or Transaction, as the case may be. After this fifteen (15) day period, late image fees will be assessed against Customer; and

4.4 Customer shall establish a static IP address within its physical location for the processing of Transactions.

5. TOP Services

5.1 Processing of a TOP shall be done in conjunction with a Transaction. Notwithstanding the foregoing, a TOP may be processed separately form a Transaction if the following conditions are met:

5.1.1 The Customer also offers ETR Services;

5.1.2 A customer of Customer has been offered ETR services as part of the purchase of a motor vehicle but has declined such services;

5.1.3 Consumer has evidence that the customer has declined ETR services;

5.1.4 The customer of Customer desires to have a TOP processed notwithstanding their declination of ETR services, or the TOP is being processed for a motor vehicle titled and registered in another state; and

5.1.5 Customer may not pass along TOP fees to any customer.

6. Quality Assurance

6.1 An Erroneous Transaction shall be returned to the Customer. Customer shall correct any errors and resubmit the documentation to TitleTec within fifteen (15) days. For purposes of this Schedule, an Erroneous Transaction shall include, but is not limited to, missing documentation, incomplete information, missing information, information that is factually erroneous and unreadable documents;

6.2 Customer shall provide a minimum of 95% total accuracy rate for each calendar month, wherein 95% or more of the Transactions are not Erroneous Transactions. The documents associated with the Erroneous Transaction that have been corrected and resubmitted to TitleTec shall be a "Corrected Transaction." A Corrected Transaction shall not count towards the calculation of the required 95% contemplated by this paragraph;

6.3 If the required 95% accuracy rate is not achieved by Customer, the DOR and/or TitleTec may impose additional quality assurance requirements, including but not limited to increasing the required accuracy rate for the Customer. The DOR and/or TitleTec also reserve the right to disallow a Customer's participation in ETR should quality assurance requirements not be met; and

6.4   If documents associated with a Transaction are submitted to the DOR containing any errors and the DOR corrects such errors on the documents, the DOR or TitleTec reserve the right to charge Customer for the cost of making the corrections. Such charge will be Fifteen dollars ($15.00) per transaction.

7.   Access and Use of data and Personal Information accessed through the Software

7.1   <u>Confidentiality and Appropriate Usage</u>

   7.1.1   Customer and Authorized User shall access and use, and maintain the confidentiality of all data and Personal Information received through the Software in accordance with the the terms of this Schedule and the Agreement;

   7.1.2   Information and Personal Information obtained under the Agreement shall only be disclosed to persons to whom disclosure is authorized under Georgia and federal law;

   7.1.3   Data and Personal Information received through the Software and services shall be utilized only for the purposes authorized by this Schedule and the Agreement. Unauthorized use includes, but is not limited to, Inquiries not related to a legitimate business purpose, personal use, and the dissemination, sale, transfer, sharing, copying or passing of Information or Personal Information to unauthorized users for any reason; and

   7.1.4   Breach of Personal Information or data – Customer must notify TitleTec of any known or suspected breaches of any data immediately (but no later than one (1) hour after detection). Such notification shall include the date, the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information and the corrective action taken and the date the correction actions were completed.

7.2   <u>Safeguarding Personal Information</u>

   7.2.1   At all times, Customer shall have and maintain appropriate internal controls in compliance with all applicable laws, rules and DOR policies and procedures, for protecting Personal Information from unauthorized access, distribution, use, modification or disclosure;

   7.2.2   Customer will ensure that only active Authorized Users shall access to the Software, services or Personal Information;

   7.2.3   Customer shall ensure that Authorized Users do not share user IDs or passwords;

   7.2.4   Customer and its personnel shall not release any Personal Information contained in the Software or Services to any third party for any reason;

   7.2.5   Information and Personal Information exchanged by electronic means shall be stored in a place physically secure from access by unauthorized persons;

   7.2.6   Access to information and Personal Information exchanged shall be protected in such a way that unauthorized persons cannot review or retrieve data or Personal Information;

   7.2.8   If at any time TitleTec or the DOR discovers misuse of any Software, systems Personal Information, or data, TitleTec may immediately terminate the Software access to protect the integrity of system information, and prevent fraud and consumer harm. Additionally, TitleTec and/or the DOR may pursue criminal penalties, if appropriate; and

   7.2.9   By execution of this Schedule, Customer affirms and attests that it will maintain throughout the term of the Agreement, including renewal, procedures that will ensure the confidentiality

of all Personal Information and data accessed or obtained through the Software pursuant to the terms of the Agreement and this Schedule.

Agreed to by:

Dealership: _____

By: _____

(signature)

Name/Title: _____

(print or type)

Date: _____

EXHIBIT A – DEALER AGREEMENT

INSTRUCTIONS: This Dealer Agreement ("Agreement") is an agreement by the applicant ("Dealer") and the third party provider ("Vendor") to abide by all applicable rules and terms of use of the Georgia Electronic Title and Registration ("ETR") Program. All sections of this Agreement must be completed before a Dealer can request or obtain motor vehicle information from the Department to (1) process applications for motor vehicle title and registrations, (2) verify ownership, security interest, or lien information, or (3) complete any other ETR transaction. Please send completed Agreements to Business.Registration@dor.ga.gov.

SECTION A. APPLICANT INFORMATION		
Name of Individual (Last Name, First Name, Middle Initial):		Official Use Only Security Code Assigned:
Dealer Company Name:		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

I, an authorized representative of _____ (Dealer Name) request to participate in the Department's ETR Program through _Title Technologies, LLC___ (Vendor Name) and to obtain motor vehicle records from the Department. I hereby authorize Vendor to make the records available to _____ (Dealer Name) to (1) process applications for motor vehicle title and registrations, (2) verify ownership, security interest, or lien information, or (3) complete any other ETR transaction.

_____
Signature

SECTION C. STATEMENT OF UNDERSTANDING AND CERTIFICATION

Instructions: Read the terms and indicate the Dealer's agreement by signing below.

I understand 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 being barred from participation in the ETR program. Accordingly, I authorize the Commissioner of the Department, or the Commissioner's designee, to investigate any matter or statement contained in this request, and any of the Dealer's conduct related to participation in the ETR program.

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

I understand the Vendor shall obtain motor vehicle records from the Department and make such records available for me to (1) process applications for motor vehicle title and registrations, (2) verifying ownership, security interest, or lien information, or (3) complete any other ETR transaction.

I understand that, as a Dealer, I am not authorized to disseminate any information contained in a Department motor vehicle record to any third party for any reason without express written consent of the Department.

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

I certify I am requesting Georgia motor vehicle records for use ONLY in (1) processing applications for motor vehicle title and registrations, (2) verifying ownership, security interest, or lien information, or (3) completing any other ETR transaction pursuant to the Federal Driver's Privacy Protection Act (DPPA) and Georgia law.

I certify I have read the Electronic Title and Registration Program Contract ("Contract") by and between the Department and Vendor, and by signing below, do agree to be legally bound by the acts of the Vendor and the requirements of a Dealer under that Contract.

Signature of Authorized Individual, Partner, Officer, or Agent of the Dealer:

_____
Signature

_____
Print Name and Title

_____
Date

2