

**Contract Information**

Contract Type:

"

**Business Information:**

Business Name:	Phone:
Address:	County:
City:	FEID #:
State:	
Zip:	

Authorized Signer:  
Authorized Position:  
Contact Email:

**Fee Information:**

ELT:	Initial Installation:
	.....Monthly Support:

**Billing Information:**

Billing Type:

**Notes:**

1. The first document is a pricing agreement for the ELT program. **Initial and return to Wayne Reaves.**
2. The second document is the MOU which is the agreement between TitleTec and your business. **Sign and return to Wayne Reaves.**
3. The third document is a standard credit card authorization agreement. This gives us authorization to charge fees to your credit card. **Sign and return to Wayne Reaves.**
4. The last document is the State of Florida ELT Application and MOU. This form needs to be filled out and signed by the person authorized at the business. TitleTec will submit this document to the state on your behalf. **Sign and return to Wayne Reaves.**
5. Please either scan and email, or fax all documents to Wayne Reaves to ensure your place in the ELT signup queue.

**Wayne Reaves Software & Websites  
6211 Thomaston Road  
Macon, GA 31220**

**Phone: (478) 474-8779**

**Fax: (478) 477-5062**

**Email: [TitleTec@WayneReaves.com](mailto:TitleTec@WayneReaves.com)**

We are pleased to present  
the following  
Confidential Proposal to

**Pricing**

**ELT Transaction Fee**

\$4.50 per transaction

**Support Fees – 24/7 Support**

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

**Associated Maintenance Fees**

Included per month / per location

**Licensing, Installation and Training (One-Time Charge)**

Included for first location and included per additional location

**Agreement Term**

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

**90-Day Trial Period**

During the initial 90-Day Trial Period, business may choose to terminate use of the t21 software, and TitleTec, Inc. will reimburse all installation, training, and support fees.

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

To:

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 State of Florida as **TitleTec** ("TitleTec") and its assignees and the person(s) and the Business entity shown in the spaces provided for signature below on behalf of the Business, (referred to as the "Licensee") regarding TitleTec's intellectual property and TitleTec's license of the same to the Licensee.

TitleTec is granting the Business 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 Florida 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 Florida 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 State of Florida'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,

Acknowledged & Agreed:



David A. Cerutti  
President and CEO  
Title Technologies Inc.

\_\_\_\_\_  
Business

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

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

\_\_\_\_\_  
Date

**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.
4. Fax this form, along with the photocopy of the signed credit card, back to us at the number below.

I, \_\_\_\_\_, hereby authorize Title Technologies, Inc 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 \_\_\_\_\_

Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. All information entered on this form will be kept strictly confidential by Title Technologies Inc.

**Complete and fax all documents required to: 214-239-4563**

Dealer Initial: \_\_\_\_\_

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
APPLICATION AND NOTICE OF INTEREST - ELECTRONIC LIEN AND TITLE PROCESS**

2900 APALACHEE PARKWAY, MS68 RM. A332 - TALLAHASSEE, FL 32399-0610

Pursuant to Chapters 319, 320, and 328, Florida Statutes, this form is to be used by financial institutions and other Lienholders to enroll in Florida's Electronic Lien and Title (ELT) Program to secure liens electronically within Florida and to modify an ELT account with the Department.

**A ACTION REQUESTED – To Be Completed**

**THIS APPLICATION IS FOR: (PLEASE CHECK ONE)**

<input type="checkbox"/>	Initial Enrollment in ELT Program	<input type="checkbox"/>	Change of Financial Institution Address and/or FEIN
<input type="checkbox"/>	Change of Third Party Provider	<input type="checkbox"/>	Change of Financial Institution Name
<input type="checkbox"/>	Notice of Inactive Participant ELT Program	<input type="checkbox"/>	

**B LIENHOLDER (LH) INFORMATION – To Be Completed By Lienholder/Financial Institution**

The Department assigns the Lienholder a DHSMV Customer Number upon initial enrollment and requires it on all requested ELT actions. If the Lienholder already has an assigned DHSMV Customer Number, it is to be listed and used. The Lienholder/Financial Institution must provide a Federal Employer Identification Number (FEIN) and any DHSMV-assigned suffix.

List your assigned DHSMV Customer Number:	Do You Have Any Other ELT DHSMV Customer Numbers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, What Are They? <input type="text"/>	<input type="text"/>
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Federal Employer Identification Number (FEIN):	DHSMV-assigned suffix
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Name of Lienholder - Financial Institution/Doing Business As (DBA):

**Note: Please include a copy of your Federal/State Charter/License with this Application.**

**TYPE OF BUSINESS/FINANCIAL INSTITUTION: (PLEASE CHECK ONE)**

<input type="checkbox"/>	Florida Bank	<input type="checkbox"/>	Federal Credit Union
<input type="checkbox"/>	Florida Credit Union	<input type="checkbox"/>	Federal Savings & Loan
<input type="checkbox"/>	Florida Thrift & Loan	<input type="checkbox"/>	Out of State Bank
<input type="checkbox"/>	Florida Savings & Loans	<input type="checkbox"/>	Out of State Credit Union
<input type="checkbox"/>	Florida Finance Company	<input type="checkbox"/>	Out of State Finance Company
<input type="checkbox"/>	National Bank	<input type="checkbox"/>	Out of State Savings & Loans
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Out of State Thrift & Loan

LH Mailing Address (Used for Your Titles):	City:	State:	Zip:
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LH Physical Address:	City:	State:	Zip:
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**NAME OF ELT THIRD PARTY PROVIDER: (PLEASE CHECK ONE)**

<input type="checkbox"/>	American Security Insurance Company (ASIC)/Assurant, 2975 Breckinridge Blvd., Duluth, GA 30096 Toll-Free: 1-866-742-1466 <a href="mailto:als.info@assurant.com">als.info@assurant.com</a>
<input type="checkbox"/>	Auto Data Direct, Inc., 1379 Cross Creek Circle, Tallahassee, FL 32301 Office: 1-850-877-8804 Toll-Free: 1-866-923-3123 Fax: 1-850-877-5910 <a href="http://www.ADD123.com">www.ADD123.com</a>
<input type="checkbox"/>	Auto Titles America, Inc., 6807 53 <sup>rd</sup> Avenue East, Bradenton, FL 34203 Office: 1-855-526-0855 Fax: 1-941-739-8846 <a href="http://www.AutoTitlesAmerica.com">www.AutoTitlesAmerica.com</a>
<input type="checkbox"/>	Dealer Support Services, Inc., 1511 E. Lake Parker Drive, Suite 2, Lakeland, FL 33801 Office: 1-863-937-9739 Toll-Free: 1-800-848-8751 Fax: 1-863-937-9750 <a href="http://www.dmvelt.com">www.dmvelt.com</a>
<input type="checkbox"/>	Decision Dynamics, Inc., P. O. Box 2078, Lexington, SC 29072 Office: 1-803-808-0117 Fax: 1-803-808-3780 <a href="mailto:info@etitlelien.com">info@etitlelien.com</a>
<input type="checkbox"/>	FDI Collateral Management, 9750 Goethe Road, Sacramento, CA 95827 Office: 1-916-368-5300 <a href="http://www.dealertrack.com">www.dealertrack.com</a>
<input type="checkbox"/>	Florida ELT, 700 S. Royal Poinciana Blvd. #701, Miami Springs, FL 33166 Office: 1-888-675-7477 Fax: 1-954-449-6028 <a href="http://www.floridaELT.com">www.floridaELT.com</a>
<input type="checkbox"/>	INSTeTAG, Incorporated, 427 N. Magnolia Avenue, Orlando, FL 32801 Office: 1-407-254-0806 Ext. 2 Fax: 1-407-254-5988 <a href="mailto:Sales@instetag.com">Sales@instetag.com</a>
<input type="checkbox"/>	PDP Group, Inc., 10909 McCormick Road, Hunt Valley, MD 21031 Office: 1-410-584-2099 <a href="mailto:contact@simplyelt.com">contact@simplyelt.com</a>
<input type="checkbox"/>	Title Technologies, Inc., 14850 Montfort Drive, Suite 190, Dallas, TX 75254 Office: 1-866-689-0578 Option 2 – Sales Fax: 1-214-239-4563 <a href="mailto:ELTSupport@TitleTec.com">ELTSupport@TitleTec.com</a>
<input type="checkbox"/>	VINtek Inc., 1735 Market Street, Suite 900, Philadelphia, PA 19103 Office: 1-888-846-6500 Option 9 - Sales Fax: 1-215-563-3326 <a href="mailto:sales@vintek.com">sales@vintek.com</a>

**Participating Lienholders agree to the following conditions and requirements:**

- Lienholder/financial institutions must contract with one of DHSMV’s approved ELT Third Party Providers for transmission of all vehicle and title data.
- Lienholder/financial institutions must complete Sections A and B, then complete this form electronically and send a signed original copy to the selected Third Party Provider with a copy of the Lienholder’s Federal/State Charter/License, if applicable.
- This completed application must be submitted electronically to DHSMV by the authorized ELT Third Party Provider named in Section B. The Third Party Provider must retain the original signed completed application and all other documentation on file for audit purposes.
- Lienholder must provide the DHSMV Customer Number assigned by DHSMV to all loan recipients, motor vehicle, mobile home, and vessel dealers applying for title on the form HSMV 82040 “Application for Certificate of Title With/Without Registration” utilizing selected Lienholder services.
- Lienholder must work directly with the contracted Third Party Provider’s Help Desk to resolve all ELT discrepancies and data transmission issues.
- Lienholder must protect the confidentiality of the information and data to which Lienholder has access. At no time will the Lienholder furnish to any person, association, or organization any motor vehicle, mobile home, vessel, or title data received from DHSMV without DHSMV’s prior written consent.
- Lienholder has no proprietary rights to the information received from DHSMV.
- Lienholder understands that DHSMV and its employees shall not be liable to the Lienholder for any damage, costs, lost production, or any other loss of any kind for failure of DHSMV’s equipment, hardware, or software or for the loss of consequential damages that are the result of any other type of failure.
- Lienholder must comply with all applicable Florida Statutes and DHSMV policy and procedures as an ELT program participant.

**Note: Applicant must have entered into a contract with Third Party Provider before applying to become an ELT Lienholder participant. If applicant is changing Third Party Provider: (1) all pending transactions with the previous Third Party Provider must be complete; (2) a contract must be signed with the new Third Party Provider and; (3) the Department must be notified prior to using the new provider’s services.**

**LH ADMINISTRATIVE CONTACT INFORMATION (List Below)**

Name:	Phone#/Ext:
Email Address:	Fax#:

**LH DATA PROCESSING CONTACT INFORMATION (If Applicable List Below)**

Name:	Phone#/Ext:
Email Address:	Fax#:

**LH AUTHORIZED REPRESENTATIVE/COMPANY CONTACT INFORMATION (For DHSMV Field Support Center List Below)**

Name:	Phone#/Ext:
Email Address:	Fax#:

**LH INFORMATION PROVIDED BY (List Below)**

Name:	Phone#/Ext:
Email Address:	Fax#:

**DHSMV WILL USE THE FOLLOWING INFORMATION FOR WORK PROJECTIONS AND UNDERSTANDING PROJECT DEVELOPMENT SCOPE IN ORDER TO PROVIDE EFFICIENT ASSISTANCE.**

Approximate Number of Paper (Hard Copy) Titles On Hand:  
Approximate Number of Titles Processed Weekly:

**LH DESIGNEE NAME (Printed Name Below)**

Name:	Phone#/Ext:
Email Address:	Fax#:
Title:	Company:

<b>LH DESIGNEE (Signature Below)</b>	Date (mm/dd/yyyy):
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**C THIRD PARTY PROVIDER (TPP) AUTHORIZATION – To Be Completed By Third Party Provider**

<b>Requested ELT Start or End Date for Lienholder: Start</b> (mm/dd/yyyy)	<input type="text"/>	<b>End</b>	<input type="text"/>
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I certify that the entity above meets the requirements to become an authorized electronic Lienholder (ELT). The entity will abide by all laws, rules, procedures, and contractual obligations required. I will ensure that all lien transactions are done in accordance with laws and Department procedure. I further certify that state and county fees collected will be remitted electronically in accordance with state law. I understand that failure to comply with any laws, rules, or contractual terms shall be grounds for the Department to revoke my authorization to use the ELT system.

The applicant agrees to comply with section 119.0712 (2), Florida Statutes, and the Federal Driver's Privacy Protection Act (18 U. S. C. § 2721 et seq.). The applicant agrees that all personal information governed by these statutes will be used or redisclosed by the applicant only as permitted by these statutes. Any use or redisclosure of such personal information by the applicant except as permitted by these statutes will result in DHSMV revoking applicant's ability to use the system.

Under penalty of perjury, I do swear and affirm that the information contained in this application is true and correct and that applicant will abide by all laws of Florida and all applicable rules, policies, and procedures of the Department of Highway Safety and Motor Vehicles.

<b>ELT THIRD PARTY PROVIDER DESIGNEE (Printed Name Below)</b>			
Name:		Phone#/Ext:	
Email Address:		Fax#:	
Title:	Company:		
<b>ELT THIRD PARTY PROVIDER DESIGNEE (Signature Below)</b>		Date (mm/dd/yyyy):	

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**For Department Use Only**

<b>Name of DHSMV Reviewer:</b>	Date (mm/dd/yyyy):
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<b>PLEASE CHECK APPLICABLE BOX(ES)</b>	
<input type="checkbox"/>	<b>Approved</b>
<input type="checkbox"/>	<b>Not Approved - List Reason(s):</b>
<input type="checkbox"/>	<b>Further Action Needed – List Action(s):</b>