

**SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES
ELECTRONIC LIEN AND TITLE (ELT) SERVICE PROVIDER CONTRACT**

This Contract is entered into between _____, hereinafter referred to also as the Provider, and the South Carolina Department of Motor Vehicles, hereinafter, referred to as the DMV. Lenders or other business partners contracting with the Provider are hereinafter referred to also as the Business Partner. This contractual period will begin on the date it has been signed by both parties and shall continue in force until modified, amended, or terminated.

WHEREAS, the DMV has established a program, Electronic Lien, and Title Program (ELT) which will allow Participating Business Partners, through the Provider, to record liens, release liens, request change of owner address, provide 'Mail to' address, request a printed title and perform any other transactions as developed in the ELT program; and,

WHEREAS, to facilitate this ELT program, the Provider will or may have entered into agreements with approved Participating Business Partners to enable the Participating Business Partner(s) to provider ELT services; and,

WHEREAS, the Provider shall use a computerized interface which shall allow any applicable approved Participating Business Partner to provide the following services: Lien Notification from DMV to Lender, Lien Release Due to Error, Change Owner Address by Lienholder, Release Lien with 'Mail to' Address, Request Printed Title and any additional services developed for the program, and

WHEREAS, the Provider desires to obtain certain information collected and stored by the Department in its normal course of business from the Department for only the purposes stated in the **INFORMATION RELEASE AGREEMENT**, entered into by the Provider and the Department, incorporated herein verbatim; and

WHEREAS, some, if not all, of the desired information is of a personal nature, which the Provider understands to mean any information that identifies or describes an individual including, but not limited to, an individual's name, home address (excluding zip code), date of birth, driver identification number, customer number, height, weight, race, and other physical details; and

WHEREAS, the Department's disclosure of such information to the Provider must be made in accordance with the Driver Privacy Protection Act of 1994, hereinafter DPPA, codified at 18 U. S. C. §§ 2721 *et seq.*; and privacy provisions enacted by the State of South Carolina, S. C. Code Ann. §§56-3-510 to -540 and §§30-4-160 and -165; and

WHEREAS, the Department will or may also disclose certain additional information to Provider which is confidential or restricted, including but not limited to computer hardware or software, computer system architecture, intellectual property, trade secrets, copyrighted material, trademarks or service marks or data pertaining to any of them. The terms "confidential information," "multi-factor authentication" and "restricted information" as used in this Contract shall have the meanings attributed to them in the South Carolina Department of Administration's Information Security Policy on Data Protection and Privacy, 1.1 Data Classification. Specifically, those terms shall have the meanings:

Confidential Information: Sensitive information that is used or held by the agency. Considerable loss or harm could occur as a result of unauthorized access, use, or disclosure of this information.

Multifactor authentication - System authentication using two or more factors to achieve authentication, such as (i) knowledge - something you know (e.g., password, passphrase, or PIN), (ii) possession - something you have (e.g., token), (iii) inherence - something you are (e.g., biometric). The Department requires Authenticator Assurance Level 2 (AAL2) or higher as defined in National Institute of Standards and Technology

(NIST) SP 800-63b, section 4.2.

Restricted Information: Highly sensitive information that is used or held by the agency. Statutory or regulatory penalties, notification provisions, or other mandates could result if the information is accessed, used, or disclosed in an unauthorized manner.

And

WHEREAS, subject to the Provider's certification of its compliance with all applicable statutes and regulations and to the Provider's execution of and compliance with the aforementioned **INFORMATION RELEASE AGREEMENT**, the Department will provide requested information to the Provider subject to the conditions set forth herein.

1. RESPONSIBILITIES OF PROVIDER

The DMV Administration has established Business Rules and Program Standards for the operation of the ELT program. The ELT Business Rules are hereby incorporated herein as though set forth here verbatim. Failure to abide the established Business Rules and Program Standards shall result in corrective action including, but not limited, to restriction of the Provider's access to and revocation of the Provider's ability to receive vehicle data transmittals; such restrictions upon the ELT Provider's access to vehicle data shall be referred to hereafter as a suspension.

The Provider shall monitor any applicable Participating Business Partner's performance in accordance with the ELT Business Rules and Program Standards and immediately report any discrepancies or violations to DMV.

The Provider shall attend requisite meetings and attend any training or workshops required by the DMV.

The Provider shall provide training to any applicable Participating Business Partners and Authorized Users. As part of the training, the Provider shall instruct participating Business Partners and Authorized Users of DMV's standard of non-disclosure and due diligence.

The Provider(s) who have entered into contractual agreement with DMV and who provides authorized access to DMV data, must provide DMV with the original of the Information Release Agreement for the Provider company as a whole and are thereby responsible for ensuring lender or business partners of the service provider act accordingly as designated by the Information Release Agreement.

Effective February 1, 2017, pursuant to SC Code of Laws §56-19-265, the Business Partner will be required to maintain all liens electronically. DMV may establish procedures to ensure compliance and may grant valid exceptions to be determined by DMV.

The participating Business Partner will be required to release all electronic liens using the electronic lien and title computerized interface. However, should technical issues arise preventing such process, DMV will agree to make provisions for release of lien by receipt of written notice of lien satisfaction from the Business Partner.

The Provider, as a commercial entity who either transmits or retrieves data from the department, agrees to pay to DMV a transaction fee pursuant to South Carolina Code of Laws **§56-19-265**.

In representation of any Participating Business Partner, the Provider will accrue costs associated with electronic lien recording transaction fees and subsequent lien transmittal for title correction fees. The fees as assessed by DMV and industry representatives pertain to the recording of an electronic lien, title corrections and conversion of paper titles to ELT. Each fee yielding feature is defined in detail in the ELT Program Standards.

Provider Name: _____

Account # _____

DMV shall not be responsible for any charges (transaction fees) accrued by the Provider (or Business Partners subscribed to the Provider) due to inaccurate information from the Business Partner transmitted through the Provider.

The Provider shall deposit daily on the next day after the lien batch is transmitted, through the electronic network (ACH), all monies owed to the DMV and/or collected by any approved Participating Business Partner to the credit of the DMV with the Treasurer of the State of South Carolina through DMV designated bank or financial institution on the same date as instructed in the Business Rules and Program Standards. There is no grace period for payment. ACH Payments not processed accordingly will be considered noncompliance and may result in suspension or termination of the Provider.

The Provider shall deposit daily monies due via separate ACH transmissions and shall not submit monies due for other DMV services or Programs in combination with the ELT ACH.

The Provider shall maintain separate ACH accounts and payments for each separate ELT account number.

The Provider shall understand DMV deems any noncompliance of the SCDMV ELT Program Standards or this Contract to be a general breach and may result in suspension or termination of the Provider's, and consequently the Business Partner's, access to vehicle data.

The Provider shall submit all reports, including daily activity reports and such other reports as may be required by the ELT Business Rules and Program Standards, and in all other respects to comply with the Code of Laws for the State of South Carolina.

The Provider and business partners of the Provider that utilize or access SCDMV systems or data are subject to audit or quality assessment by SCDMV or authorized agents of the State of South Carolina; therefore, shall maintain and retain records and related documentation of all ELT transactions processed for five years from the time the transaction takes place and shall make them available for quality assessments and audits. The Provider shall also maintain SCDMV Information Release Agreements (IRA) for all business partners signed by executive level representative. Original SCDMV ELT Data User Acknowledgment of Duty of Non-Disclosure and Due Diligence (also "User Acknowledgment") Forms or proof of acknowledgment for individual users must be maintained by the Provider and made available for audit, review, or quality assessment. The Provider will be required to maintain annually renewed SCDMV User Acknowledgment Forms.

The Provider must maintain and retain records of all authorized ELT system account administrators; in addition, the Provider must maintain accurate contact information with DMV to be updated as needed in order for the Provider to receive electronic mail notifications. Required contact information from the Provider includes, but is not limited to, accounting/ACH authorizing personnel, ELT program manager(s), and account administrator(s) related to the SC ELT Program.

The Provider shall abide by all applicable state and federal privacy laws related to the receipt, management, and dissemination of DMV data, including those referenced in *Section 4* of this contract.

The Provider, in the instance of merger or acquisition, as procurer will continue to be responsible for fulfilling and maintaining the prior contracts and accounts of any companies absorbed or acquired, until such time as its Participating Business Partners of those acquisitioned companies enter into separate contracts with Provider in the name of the procuring company, or the undertaken entities terminates this contract as provided for in *Section 9* of this contract.

The Provider shall be entitled to charge Participating Business Partner monthly participation fees and such other fees for the use of ELT and the transfer of fees and other monies to the DMV or others as may

be provided for in its agreements with Participating Business Partners.

2. AGREEMENTS OF DMV

DMV agrees to make available to Provider and Participating Business Partners access to Vehicle Data to allow Provider to provide Participating Business Partners with ELT Services at an agreed upon cost. Access to Vehicle Data by Provider, and by Provider to Participating Business Partners, pursuant to this section shall be solely for fulfilling the purpose of this Contract. DMV warrants that it has all necessary statutory authority to grant such access and to allow for the provision of ELT in the State of South Carolina. "Vehicle Data" means the vehicle title and customer records maintained on the DMV computerized system.

The access to and use of DMV Vehicle Data by Provider and Participating Business Partners is limited to the completion of ELT transactions, as specified in the ELT Program Standards.

DMV agrees that the Provider, in providing ELT Services, when acting within the scope of this contract and the Program Standards as they may be amended from time to time, is acting on behalf of the DMV in carrying out a function of DMV as contemplated by Section 2721(b) (1) of the Federal Driver's Privacy Protection Act and related South Carolina driver privacy legislation and all successor legislation.

3. ACCURACY OF DATA TRANSMISSION

On the condition that the Provider did not make any changes to the information received or transmitted from the Business Partner, this Contract shall not be construed to create any duty upon the Provider to make any inquiry regarding the actual accuracy of any information transmitted completely and without substantive change by Provider.

4. INFORMATION ACCESS

The Provider shall not sell or impart to any person, firm or corporation any information obtained from DMV data, including listings of individuals, for any reason. Information obtained through such access is subject to the restrictions upon use and dissemination imposed by the South Carolina Freedom of Information Act of the S.C. Code of Laws Ann. §30-4-10, *et seq.*, the Family Privacy Protection Act of 2002, §30-2-10 *et seq.*, the provisions of the Federal Driver Privacy Protection Act of 1994, 18 U.S.C. §2721, *et seq.*, and any DMV Policy on access to records or any successor laws or regulations adopted by the State of South Carolina or DMV with regard to disclosure of dissemination of any information obtained from DMV records or files.

By signing this Contract, the Provider warrants that the signatory and all of its participating personnel are familiar with and shall abide by all provisions of the Federal Driver Privacy Protection Act of 1994, 18 U.S.C. §2721, *et seq.*, and the South Carolina Freedom of Information Act in the S.C Code of Laws Ann. §30-4-10, *et seq.*, and the Family Privacy Protection Act of 2002, §§30-2-10 *et seq.*, which further limit the use and access to personal information in South Carolina.

The Provider shall keep records for a period of five years of person(s) to whom the information is disclosed and the purpose for which the information is to be used, and to make the records available to the DMV or its designee upon request.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

The Provider shall indemnify the DMV for and against any and all claims, losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or in part out of the acts or omissions of the Provider with respect to this program or the Provider's failure to abide by the terms of this Contract, including, without limitation, reasonable attorney's fees, and all other costs of defending any such action or claim.

Except with respect to its obligations set forth in this section and *Section 4.* hereof and except for damages caused by the intentional misconduct or grossly negligent or wanton conduct of the Provider, the Provider's total liability in any event for any monetary damages suffered by DMV, including without limitation, any indirect, special, incidental, or consequential damages resulting from the loss of data, DMV's use of the products and services provided by the Provider hereunder, or the performance or nonperformance by the Provider of its obligations under this contract, whether or not the Provider was advised of the possibility of such damages and whether or not such damages arise in tort, contract or under any other theory of liability, shall be expressly limited to the recovery by DMV under the terms of the surety bond described below. Without limiting the foregoing in any way, the Provider shall not have any liability to DMV for any claims, losses, damages, judgments, liabilities or similar costs and expenses resulting directly or indirectly from the misappropriation or misuse by a Participating Business Partner of any vehicle record obtained from DMV, or any other act or omission of a Participating Business Partner, including, without limitation, any Participating Business Partner's failure to abide by the Program Standards if (a) the Provider had no notice or knowledge of such misappropriation or misuse or (b) the Provider did have suspicions of Participating Business Partner wrongdoing and immediately reported the suspicions and the results of any investigations to the DMV.

The Provider shall provide and maintain a surety bond in the amount of \$1,000,000.00 (one million dollars) to cover all claims, losses, damages, judgments, liabilities or similar costs and expenses incurred by the DMV which arise in whole or in part out of acts or omissions of the Provider with respect to the ELT program, *provided however*, that in lieu of providing and maintaining a surety bond in the amount of \$1,000,000 (one million dollars) Provider may provide a \$1,000,000 (one million dollar) certificate of insurance for errors and omissions from an insurance company licensed to do business in South Carolina.

6. CONFIDENTIALITY; INTELLECTUAL PROPERTY OWNERSHIP AND SECURITY

(A) By Provider. The Provider shall be responsible for safeguarding the computerized equipment, which provides access to the computerized network for approved Participating Business Partners, and limit access to those persons who are authorized users of the network who have been properly instructed as to their duties and responsibilities as authorized users under this Contract. The Provider shall implement procedures to ensure that the computerized equipment is located in an area that prevents information, including any printed copy of a vehicle record, from being viewed by persons who are not authorized to use the equipment and interface. The Provider shall implement procedures to ensure that any printed copy of information obtained from DMV files shall be destroyed when its legitimate use has ended.

By signing this Contract, the Provider warrants that the signatory and all of its authorized participating personnel are familiar with and shall abide by all provisions of the Federal laws affecting access to and use of computer information include, but are not limited to, the following: 15 U.S.C.S. §§271 *et seq.*; 40 U.S.C.S. §§759 *et seq.* (Computer Security Act of 1987); 23 U.S.C.S. §401 (National Driver Register Act); 5 U.S.C.S. §552a (Privacy Act of 1974); 18 U.S.C.S. §1001 Computer Fraud and Abuse Act of 1986); 17 U.S.C.S. §109 (Computer Software Rental Amendments Act of 1990); and 15 U.S.C.S. §1681 (Fair Credit Reporting Act).

The Provider agrees to provide and document security awareness training for all employees/personnel with access to DMV data. As a minimum this training must emphasize the importance of protecting customer private information to include personally identifiable information (PII) against unauthorized disclosure. Training must also stress protecting passphrases and accounts providing access to the DMV data. Emphasis will be placed upon the use of strong passphrases containing a combination of characters including spaces, upper- and lower-case letters, a minimum of one special character, and a minimum of one number. Advanced authentication utilizing Single Sign-On (SSO) token-based authentication, or any authorization solution that utilizes Security Assertion Markup Language (SAML) and Open Authentication (oAuth), requires a passphrase length of at least

twelve characters. Basic Authentication requires a passphrase length of at least fifteen characters. Service Accounts and Windows Administrator's passphrases must contain a combination of at least twenty characters. Emphasis must be placed upon not sharing passphrases.

(B) Security.

1. Storage: DMV data shall not transit nor be stored (temporarily or permanently stored) in a public cloud environment. Private clouds may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
2. Encryption: SCDMV data at rest must use AES (Advanced Encryption Standard) encryption. SCDMV data in transit must be encrypted. Data is transferred over secure channels and that all data in transit is encrypted.
3. Provider must determine in conjunction with SCDMV the best way to transfer data between the Department and the Provider.
4. Authentication: Provider must implement and use current best practice multifactor authentication procedures per NIST SP 800-63B to access devices and systems which access, use, or store SCDMV data, whenever possible. If the Provider does not currently use multifactor authentication procedures, the Provider must provide a plan to the SCDMV that explains how they will address the requirement in the future. The plan must be provided within ninety (90) days of the execution of this agreement. SCDMV prefers, when available, the utilization of advanced Single Sign-On (SSO) token-based authentication and authorization solutions that utilize Security Assertion Markup Language (SAML) and Open Authentication (oAuth). The password length requirement for granting SSO session tokens must be no less than twelve characters. When token-based authentication is not possible and providers must rely on basic authentication, the provider must utilize complex passphrases that consist of at least fifteen characters. All passphrases must incorporate the use of lowercase and upper-case letters, at least one special character, and one numerical character. Service Accounts and Windows Administrator's passphrases must contain a combination of at least twenty characters. Emphasis must be placed upon not sharing passphrases.
5. Security Awareness Training: Provider must make training material available for initial new employee and thereafter, annual security awareness training to all its participating lenders' employees (including contractors) who access SCDMV equipment, the SCDMV data network, or SCDMV data, and provide documentation of that training to SCDMV upon request. Training must stress protecting accounts and devices providing access to the SCDMV data. Training must include, but not be limited to, protecting credentials, ransomware, phishing attacks and how to report an incident... Each individual [user] must sign the *SCDMV ELT Data User Acknowledgment of Duty of Non-Disclosure and Due Diligence Form* certifying completion of the individual user's annual security awareness training. Individuals are required to sign a new *SCDMV ELT Data User Acknowledgment of Duty of Non-Disclosure and Due Diligence Form* annually or any time at the discretion of the SCDMV. The renewed form must be maintained by the Provider for their records.
6. Security Awareness Training Program: A User may utilize its own security awareness training if a training program or mandate otherwise exists for the industry or company policy compliance. If the User does not have its own security awareness training, then the User must utilize the security awareness training material provided by the ELT service provider.
7. All Provider employees or its contractors requiring access to SCDMV equipment, SCDMV networks, or data must individually sign a SCDMV ELT Information Release Agreement before being granted access. An executive with signature authority for the Provider/contractor may sign the SCDMV IRA for the Provider/contractor organization. Furthermore, all Provider or contractor employees must sign a SCDMV IRA upon removal of access rights. All Information Release Agreements must be maintained in the Provider's records for five years.

8. All Contractor employees requiring remote access to the SCDMV network will complete a VPN request in accordance with SCDMV policy.
9. All Provider employees must complete annual security awareness. Provider must self- certify completion of training with submission of a statement on company letterhead. The statement must include a listing of the employees' names and training dates and identify the instructor or source for the training. The provider may submit a report showing this information in lieu of a statement on letterhead.
10. Incident Notification: Data provided by the SCDMV may contain customer personally identifiable information (PII).
 - a. In the event of a security related incident that impacts or may impact SCDMV equipment, the SCDMV data network or SCDMV data, or if at any time the Provider has any reason to believe that PII contained in SCDMV data has been accessed, disclosed, acquired without proper authorization or that SCDMV data has been in any way compromised, the Provider must notify SCDMV as soon as possible but in any case within twenty-four hours after initially discovering the incident. The Provider will provide SCDMV a written detailed explanation of the incident including any SCDMV exposure, incident mitigation, and the corrective actions taken within seventy-two hours of initial discovery of the incident. Initial notification may be telephonically to the SCDMV point of contact followed by the written explanation with seventy-two hours. SCDMV reserves the right to request the offending individual(s) be removed from the SCDMV account.
11. These data security requirements apply to all persons/entities accessing DMV data.

(C) Provider's Ownership. The DMV recognizes the Provider reserves full ownership rights to all works (including, without limitation, all forms of intellectual property related thereto) developed by it for utilization in connection with ELT. These works are comprised of, among other things, those components of ELT necessary to collect, assemble and transmit to and from the DMV the inquiries, information, and funds transfers (if applicable to the Provider) which are the subject of the Contract. These components include, without limitation, any and all inventions, devices, processes, software, and formulas utilized in or comprising any component of the Provider's network.

The parties acknowledge that all proprietary information and materials developed by the Provider in the course of developing ELT, including, without limitation, all formulas, patterns, compilations, programs, devices, methods, techniques, and processes, may constitute "trade secrets" of the Provider within the meaning of that term as utilized in the Uniform Trade Secrets Act, in that they may possess independent economic value by virtue of not being generally known to other persons who could obtain economic value from their disclosure or use and are the subject to reasonable efforts to preserve their secrecy.

DMV agrees that during, or at any time after, the term of this Contract, it will not disclose, furnish or make accessible to any person, corporation, firm, partnership, or other entity whatever any trade secret, technical data or know-how of any kind pertaining, directly or indirectly, to the subject matter of this Contract of which has been identified as confidential, including without limitation, any software programs, documentation or other specification, except as required to implement the terms of this contract and except for (i) information which is or becomes part of the public domain, (ii) information which is demonstrably known to the DMV previously not subject to a confidentiality or Information Release Agreement, (iii) information which is independently developed by the DMV outside this Contract, or (iv) information which is rightly obtained by the DMV from third parties. The DMV will treat all plans, specifications, drawings, diagrams, software, computer programs, procedures, processes, and other proprietary materials relating to ELT and the Provider's network as vendor proprietary information under the Provider's control for the purposes of the Freedom of Information Act and agrees not to disclose such information unless required to do so by judicial order. Provider will indemnify DMV for court costs and attorney fees associated with defense of any legal action in which a third party seeks access to Provider's

intellectual property.

7. NOTICE

Any notice given pursuant to this Contract must be in writing. Notice is determined by the earlier of when actually received by the addressee or five business days after the mailing of the notice to the DMV Director or Provider at the addresses listed below. Notice may also be complete by an emailed or facsimile acknowledgment by a party to this agreement.

8. CHOICE OF LAW

This Contract was made and entered in pursuant to the laws of the State of South Carolina. The laws of South Carolina shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder.

9. TERMINATION

(A) DMV shall immediately suspend or may terminate the access privileges of the Provider and its Participating Business Partners without a hearing upon the Provider's or any of its Participating Business Partners breach of, or failure to fulfill any responsibility established pursuant to this Contract and Program Standards as they may be amended from time to time.

For intents of notification of suspension or termination, DMV will make official notification to the Provider by electronic mail.

(B) Pursuant to the requirements of this Contract and the South Carolina ELT Program Standards, a Service Provider knows if its payments are in arrears or otherwise not in compliance with the Department's standards, the Department will endeavor to issue the notices described in the Program Standards. Nevertheless, failure of delivery or alleged failure of delivery will not preclude the Department from issuing the suspensions authorized in this Contract and the Program Standards.

If the Provider has received three suspensions upon their ELT Provider Account within a calendar year, then DMV will terminate this contract. Once an ELT Provider is terminated, there is no option for re-entry. The Provider is responsible for notifying its participating lenders of its suspension or termination status and must make payment of past due service fees upon its ELT Provider Account. Suspension or termination of the Provider's participation may limit or prevent the ability of participating Business Partners to conduct transactions with the DMV. In the event of a suspension or termination of the Provider, DMV agrees to make limited accommodations to assist the participating Business Partners as such detailed in the ELT Program Standards.

If suspended, prior to resuming system access, the Provider must meet all terms of the ELT Program Standards and this Contract in addition to remitting payment of all monies owed in relation to service reconnection as detailed in the ELT Program Standards and past due ELT account balances.

(C) If DMV determines to its own satisfaction that the Provider or any of its Participating Business Partners have either misused or knowingly allowed the misuse of Vehicle Data, the DMV may, in addition to other penalties provided by law:

1. Terminate this contract immediately, to include electronic access to DMV data.
2. Require the return of all files and media containing information provided by the DMV,
3. Hold the Provider or Participating Business Partners responsible for any damages arising from the misuse of the information,
4. Make publicly available the evidence of information misuse, and
5. Prosecute or seek remedies made available to the DMV or the State.

Provider Name: _____

Account # _____

6. Verify reported misuse or determine impact of misuse by auditing, with audit and audit related costs at the expense of the Provider.

Either party may otherwise terminate this Contract upon thirty days written notice to the other party.

If DMV should terminate this contract for any cause and paper titles are requested, the DMV will print and mail such titles to the Provider or Business Partner without cost, per requested need upon lien satisfaction or repossession. If the Provider terminates their participation in this process, such termination may limit or prevent the ability of participating Business Partners to conduct transactions with the DMV.

10. MODIFICATION OF THIS AGREEMENT

This contract is subject to change and modification due to changes in the DMV's procedures, the issuance of court orders, or changes in State and/or Federal laws, rules, and regulations. If the DMV changes its procedures, if court orders are issued, or if the laws, rules, or regulations change such that the terms of this contract must be modified, the Provider, whenever possible, will be notified at least thirty-days in advance of such changes or modifications and Provider may, at its option, immediately terminate this Contract.

This Contract cannot be modified in any manner except by written amendment, which has been executed by the parties.

11. MISCELLANEOUS

This Contract is the exclusive statement of the parties with respect to its subject matter and supersedes all prior contracts, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter.

Provider Name: _____

Account # _____

For notice purposes under this Contract, the notice address for the Provider is:

Provider: _____

Attention: _____

Address: _____

Telephone: _____

The notice address of the DMV is:

South Carolina Department of Motor Vehicles
Attention: Director of Administration
Post Office Box 1498
Blythewood, South Carolina 29016
Email: Procurement@scdmv.net
Telephone: 803.896.9661
FAX: 803.896.3855

As witness herein, the parties hereto have affixed their signatures and seals.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.

Provider Name: _____

Account # _____

PROVIDER

Provider

Authorized Representative (print name and title)

Authorized Representative (signature)

Date

Taxpayer Identification Number or Federal Employee Identification Number

Provider's Street Address of Principal Place of Business

SC DEPARTMENT OF MOTOR VEHICLES

Authorized Agency Representative (print name)

Authorized Agency Representative (signature)

Date