CJG

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

92

May 7, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles (DMV) to enter into a contract with eDealer Services LLC (EDS) (VC# 529597-B001), Phoenix, AZ, to procure an electronic title and lien solution, with the option to renew for an additional two-year period, effective upon Governor and Council approval through June 30, 2030. Funding for services will be paid by the licensed dealerships and lien holders in the State of New Hampshire that choose to participate in this solution. **No state funds will be used for this contract.**

EXPLANATION

The electronic title and lien solution is intended to streamline title processing for car dealerships, lending institutions, and the New Hampshire Division of Motor Vehicles (DMV) by reducing reliance on paper documents and minimizing data entry to enhance internal operational efficiencies. With this solution, dealerships and lien holders will have the ability to transmit title application data in real time to the DMV, eliminating the need to mail them and for DMV personnel to key information into the database. Under this contract, the vendor will be responsible for the implementation, configuration, onboarding, training, and support of the solution.

The Division of Motor Vehicles released a Request for Proposals (RFP DOS 2024-001/DOIT 2024- 033) to the State of New Hampshire procurement website on September 8, 2023, with proposals due no later than January 18, 2024. A mandatory vendor conference was held on September 28, 2023. As a result of the RFP and the vendor conference, six (6) vendors submitted proposals by the submission deadline which were scored. eDealer Services LLC was selected as the highest scoring proposal.

Respectfully Submitted,

Robert L. Quinn
Commissioner of Safety

RFP Final Scoring Summary

		Received Proposals												
Evaluation Factor		eDealer Services LLC		Vanguard		Tyler Technolgies		Cario		Coforge		Accelare		
Adherence to Mandatory Requirements (Pass/Fail)		Pass		Pass		Pass		Pass		Pass		Pass		
Technical Proposal	Points Distribution	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	
Proposed System and Services to be Provided:														
eCTA	150	4.31	129	3.02	91	3.00	90	2.06	62	2.16	65	2.03	61	
eLien	150	4.41	132	3.63	109	3.06	92	2.25	68	1.06	32	1.06	32	
Administration	150	4.50	135	3.50	105	2.50	75	1.63	49	1.72	52	1.69	51	
Reporting	125	3.91	98	4.00	100	3.00	75	2.75	69	3.25	81	2.56	64	
Subtotal: Proposed System and Services to be Provided	575													
Technical, Service and Project Management	50	4.69	47	3.44	34	3.00	30	1.97	20	1.75	18	1.69	17	
Vendor Company	50	4.81	48	3.81	38	2.88	29	2.84	28	2.94	29	2.88	29	
Staff Qualifications	25	4.72	24	3.88	19	3.00		3.00	15	4.09	20	3.00	15	
Technical Proposal Score	**700**		**612.81**		**496.19**		**390.63**		**310.00**		**296.72**		**268.13**	
		4.48		**3.61**		**2.92**		**2.36**		**2.42**		**2.13**		Lowest Cost
Proposal Cost	300		$ 0.00		$ 269,002.50		$ 1,500,000.00		$ 975,000.00		$ 882,768.00		$ 962,400.00	$0.00
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost			300.00		0.00		0.00		0.00		0.00		0.00	
Total Score	**1000**		**912.81**		**496.19**		**390.63**		**310.00**		**296.72**		**268.13**	

RFP Final Scoring Summary

e-CTA	4.3125	3.01875	3	2.0625	2.15625	2.03125							
e-Lien	4.40625	3.625	3.0625	2.25	1.0625	1.0625							
Administration	4.5	3.5	2.5	1.625	1.71875	1.6875							
Reporting	3.90625	4	3	2.75	3.25	2.5625							
Vendor Technical, Service, & Project Management Experience	4.6875	3.4375	3	1.96875	1.75	1.6875							
Vendor Company	4.8125	3.8125	2.875	2.84375	2.9375	2.875							
Staffing Qualifications	4.71875	3.875	3	3	4.09375	3							
	[redacted]												0.001
			$ 0.00	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]					
				0	0	0	0	0	0				

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

New Hampshire DoIT

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, *Commissioner*

May 6, 2025

Robert L. Quinn, Commissioner
Department of Safety
State of New Hampshire
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with eDealer Services LLC, as described below and referenced as DoIT No. 2024-033.

The purpose of this request is to procure an e-Title Solution that encompasses Electronic Certificate of Title Application and Electronic Lien Transfer programs for the New Hampshire Division of Motor Vehicles.

This is a no cost contract, effective upon Governor and Council approval through June 30, 2030.

A copy of this letter must accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-033

cc: Ron Reed, IT Manager

STATE OF NEW HAMPSHIRE

Department of Safety, Division of Motor Vehicles:
Electronic Title Solution:
DOS 2024-001

Contractor Initials: RB
Date: 5/1/2025

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Date: 5/1/2025

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STATE OF NEW HAMPSHIRE
Department of Safety – Division of Motor Vehicles
DOS 2024-001– Electronic Title Solution
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FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety Division of Motor Vehicles (NH DMV)		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name eDealer Services LLC (EDS)		1.4 Contractor Address 3419 E University Dr. Phoenix, AZ 85034	
1.5 Contractor Phone Number 602-723-4061	1.6 Account Unit and Class	1.7 Completion Date June 30, 2030	1.8 Price Limitation $0.00
1.9 Contracting Officer for State Agency Jennifer Bailey, Assistant Director – DMV		1.10 State Agency Telephone Number (603) 227-4050	
1.11 Contractor Signature Bobbi Sparrow Date: 5/1/2025		1.12 Name and Title of Contractor Signatory Bobbi Sparrow, Manager	
1.13 State Agency Signature Date: 5/9/25		1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 05/15/2025			

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Date 5/1/2025

10361601v1/41825-0003

1.17 Approval by the Governor and Executive Council (*if applicable*)	
G&C Item number:	G&C Meeting Date:

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State", "Agency", or "State Agency"), engages contractor identified in block 1.3 ("Contractor", "Vendor", or "EDS") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to

Contractor Initials
Date 5/1/2025

implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials
Date 5/1/2025

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.4 The Term may be extended up to two (2) years(s), ("Extended Term") at the sole option of the State, under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, to include but not be limited to Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
d. Take no action to intentionally erase any State data until directed by the State;
e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National

Contractor Initials: [illegible]
Date: 5/1/2025

Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

b. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or

other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.5 Provision 14.1.2 is deleted in its entirety.

A.6 Provision 15, Workers' Compensation, is amended to replace references to "N.H. RSA chapter 281-A" to "applicable Arizona law regarding workers' compensation"

A.7 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

i. State of New Hampshire, Department of Safety Contract Agreement DOS 2024-001/DOIT 2024-033 Electronic Title Solution P-37 as amended by Exhibit A.

ii. State of New Hampshire, Department of Safety DOS RFP 2024-001/DOIT 2024-033 Electronic Title Solution Contract Exhibits in order of precedence:

iii. State of New Hampshire, Department of Safety DOS RFP 2024-001/DOIT 2024-033 Electronic Title Solution.

iv. Contractor Proposal Response to, Department of Safety DOS RFP 2024-001/DOIT 2024-033 Electronic Title Solution January 18, 2024.

v. Additional Contractor Provided Documents (Exhibit G).

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

The Contractor shall be responsible for the implementation, configuration, onboarding, and support of the electronic title (e-Title) solution to streamline title processing for car dealers, lending institutions, and the New Hampshire Division of Motor Vehicles. The NH e-Title program shall reduce reliance on paper documents, minimize data entry redundancies, and enhance internal operational efficiencies.

The Contractor shall be responsible for the following activities:

Software Implementation and Configuration

- Deployment and Configuration of a cloud-based e-Title Solution.
- Ensuring seamless integration with the NH DMV's existing infrastructure.
- Ensure seamless integration with NH Dealers' DMS Systems.
- Conducting software deployment and testing with various constituencies (NH DMV, NH Automotive Dealers, ELT Service Provides, and Lienholder institutions).
- Work in collaboration with MAAP (Motor Vehicle Administrators Automation Project) contractors on API development and support.

Ongoing Support, Maintenance, Help Desk and Technical Support Services

- Provide ongoing help desk and technical support to both the NH DMV and end users.
- Provide ongoing support and maintenance for the e-Title Program to include activities such as software updates, security updates, and changes to the system to meet new regulatory requirements.

Training and Onboarding

- Develop and delivery of training programs for the NH DMV, Dealers, and Lending Institutions.
- Lead and facilitate user, dealer, and lending institution onboarding and continuous knowledge management.

The implementation of the NH e-Title Program shall occur in two phases:

- Phase One: The e-CTA Program (Electronic Certificate of Title Application)
- Phase Two: The e-Lien Program (Electronic Lien Transfer)

Throughout the performance of this Contract the system must ensure seamless electronic titling and lien recording while maintaining compliance with NH DMV's administrative

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guidelines, NH State Law, RSA 260:14 Driver Privacy Act, and industry standards and best practices. Further deliverables and requirements are outlined in this section.

2. Surcharge Schedule

EDS (the Contractor) will adhere to the following surcharge schedule as outlined in the RFP response. As additional consideration, EDS (the Contractor) is authorized to assess surcharges to Car Dealers and Lending Institutions in strict adherence to the following schedule as outlined in the RFP response.

TRANSACTION TYPE	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
	Per Transaction Surcharge				
New Title Notification	$1.00	$1.00	$1.00	$1.00	$1.00
Print Title Requests	$1.00	$1.00	$1.00	$1.00	$1.00
Lien Release Notifications	$1.00	$1.00	$1.00	$1.00	$1.00
Emergency Lien Release	$1.00	$1.00	$1.00	$1.00	$1.00
Lien Release by State Notification	$1.00	$1.00	$1.00	$1.00	$1.00
Intent to File Lien (If applicable)	$1.00	$1.00	$1.00	$1.00	$1.00
e-CTA Transaction	$1.00	$1.00	$1.00	$1.00	$1.00
Owner and Lien Status Checks	No surcharge	No surcharge	No surcharge	No surcharge	No surcharge
Updates & Corrections to Title	No surcharge	No surcharge	No surcharge	No surcharge	No surcharge
Confirmation & Denials of Title Record	No surcharge	No surcharge	No surcharge	No surcharge	No surcharge
Title Demand Notifications	No surcharge	No surcharge	No surcharge	No surcharge	No surcharge
Title Delete Notifications	No surcharge	No surcharge	No surcharge	No surcharge	No surcharge

3. BUSINESS / TECHNICAL REQUIREMENTS

BUSINESS REQUIREMENTS: RFP-DOS 2024-001/DOIT 2024-033					
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
e-CTA					
B1.1	Solution shall be capable of integrating with a variety of Dealer Management Systems (DMS) *(please see section B-1 of the RFP).*	M	YES	Standard	Our solution currently integrates with DMS providers via web services.

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B1.2	Vendor should have a cloud-based option for users to access the solution (non-integrated) via a variety of browsers such as Firefox, Chrome, and Microsoft Edge *(please see section B-1.1.1 of the RFP)*.	M	YES	Standard	Our solution is a web-based application accessible by all listed browsers.
B1.3	Solution must be capable of a bidirectional communication with DMV's system of record, MAAP *(please see section B-1 of the RFP)*.	M	YES	Standard	Our solution is capable of bidirectional communication via web services.
B1.4	Solution must be capable of transferring documents electronically in a secure manner compliant with NH DoIT policies or procedures (https://www.doit.nh.gov/cybersecurity/cybersecurity-policy-and-procedures).	M	YES	Standard	Our solution is capable of transferring documents in a secure manner via web services or SFTP.
B1.5	Solution must be capable of transmitting title application data electronically to DMV.	M	YES	Standard	Our solution is capable of transmitting title application data electronically via web services.
B1.6	Solution should be capable of transferring title application data in real/near real time to DMV.	M	YES	Standard	Our solution is capable of transmitting title application data electronically via web services.

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B1.7	Solution must have a function to create "New" title applications compliant with New Hampshire Administrative Rules and Laws (https://www.dmv.nh.gov/sites/g/files/ehbemt416/files/inline-documents/sonh/saf-c-1900-adopted-rule-042423.pdf).	M	YES	Standard	Our solution has functionality to create a "New" title application through a web-based user interface
B1.8	Solution shall prohibit and prevent updates to a title application AFTER submission to DMV.	M	YES	Standard	Our solution offers a read only view of a transaction that prohibits and prevents updates to the transaction after submitted.
B1.9	Solution shall prohibit and prevent a deletion of a title application AFTER submission to DMV.	M	YES	Standard	Our solution prohibits and prevents deletion of the transaction after submitted by offering the transaction in a read only status and no functionality to delete.
B1.10	Solution must have a function to collect the title application fee of $25.00 using ACH or a PCI compliant EFT.	M	YES	Standard	Our solution includes functionality that will collect the title application fee via ACH or PCI compliant EFT.

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B1.11	Solution should be capable of performing a customer search using a business identifier (NHB) or search for a customer using customer's license number or non-driver identification number to verify against the DMV database for residency and/or known to the State of NH *(please see section B-1.1.2 of the RFP).*	M	YES	Standard	Our solution is capable of performing a customer search using a business identifier (NHB) or search for a customer using customer's license number or non-driver identification number to verify against the DMV database for residency and/or known to the State of NH via web services.
B1.12	Solution should be capable of performing a customer search using First Name/Last Name/DOB/ 5-digit zip code for Legal Address of customer.	M	YES	Standard	Our solution is capable of performing a customer search using First Name/Last Name/DOB/ 5-digit zip code for Legal Address of customer via web services
B1.13	Solution should be capable of performing a business customer search using the Business Name, 5-digit zip code for Legal Address of business.	M	YES	Standard	Our solution is capable of performing a business customer search using the Business Name, 5-digit zip code for Legal Address of business via web services.
B1.14	Solution shall only return a match/no match indication for the search criteria above.	M	YES	Standard	Our solution only returns a match/no match indication for the search criteria above. We do this with a message within the application to the user.

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B1.15	Solution shall not return Personally Identifying Information (PII) as defined in RSA 260:14 *(please refer to B1.27).*	M	YES	Standard	Our solution does not return or display any data that the State does not want us to, including PII as defined in RSA 260:14.
B1.16	Solution must be capable of utilizing vehicle identification number (VIN) validation tools.	M	YES	Standard	Our solution uses VINtelligence.
B1.17	Solution must require the prior title document number if the document is not a Manufacturers Certificate of Origin (MCO).	M	YES	Standard	Our solution requires the prior document/title number if the document is not an MCO. If it is not entered, a user will receive an error within the application.
B1.18	Solution shall be capable of creating transaction workflows (ex. compile a list of completed transactions to be transmitted to DMV).	M	YES	Standard	Our solution is capable of creating transaction workflows, compiling a list of completed transactions and transmitting them to DMV using web services or SFTP.
B1.19	Solution shall prohibit and prevent free range searching against DMV database using search criteria identified.	M	YES	Standard	Our solution prohibits and prevents free range searching against DMV database by limiting search criteria.
B1.20	Solution shall prohibit and prevent the search of prior title applications submitted to DMV for the associated customer.	M	YES	Standard	Our solution does not allow search of prior title applications for the associated customer.

Contractor Initials: KK
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B1.21	Solution shall be capable of setting mandatory fields and compliances to be met to prohibit and prevent incomplete title applications and data being transferred to DMV.	M	YES	Standard	Our solution sets mandatory fields and uses input validation to ensure complete title applications and data being sent to DMV.
B1.22	Solution shall be capable of manual review and approval of submission of title application and data to DMV.	M	YES	Standard	Our solution is capable of manual review and approval of submission of title application and data to DMV by utilizing our work-flow approval process.
B1.23	Solution must be capable of implementing checks and balances against DMV database prior to submission being successful (ex. checking to see if application data is available/not available to ensure proper record matching).	M	YES	Standard	Our solution is capable of implementing a verification against DMV database prior to submission via web services.
B1.24	Solution has a functionality to auto populate owner and vehicle information into the title application from dealer DMSs *(please refer to Attachment 2)*.	P	YES	Standard	Our solution currently integrates with DMS providers via web services and use that data to auto populate owner and vehicle information into the title application.
B1.25	Solution is capable of assigning a randomized application number (CTA#) for each new application.	P	NO	Custom	Our solution will be capable of assigning a randomized application number for each new application. There is no cost associated with this feature and it will have no impact on the project timeline.

Contractor Initials: DS
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B1.26	Solution must be capable of creating user and dealer dashboards *(please see section B-1.1.3 of the RFP).*	M	YES	Standard	Our solution creates user and dealer dashboards.
B1.27	Vendor and proposed solutions must be compliant with NH Driver Privacy RSA 260:14 and Title XXI- Motor Vehicle Law (https://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI.htm).	M	YES	Standard	Our solutions are always compliant with all State and Federal laws.
e-Lien					
B2.1	Vendor shall have an e-Lien solution that can integrate with lending institutions, lending institutions, and other critical funding entities approved by DMV *(please see section B-1 of the RFP).*	M	YES	Standard	Our e-Lien solution integrates with critical funding entities through web services and SFTP.
B2.2	Vendor should have a cloud-based e-Lien option for users to access the solution (non-integrated) via a variety of browsers such as Firefox, Chrome, and Microsoft Edge *(please see section B-1.1.1 of the RFP).*	M	YES	Standard	Our solution is a web-based application accessible by all listed browsers.

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B2.3	Solution must be capable of a bidirectional communication with NH DMV's system of record, MAAP *(please see section B-1 of the RFP).*	M	YES	Standard	Our solution is capable of bidirectional communication via web services.
B2.4	Solution must be capable of creating user and lender dashboards *(please see section B-1.1.3 of the RFP).*	M	YES	Standard	Our solution has user and lender dashboards that they can view and track transactions.
B2.5	Solution must have a function to collect the title application fee of $25.00 using ACH or a PCI compliant EFT.	M	YES	Standard	Our solution includes functionality that will collect the title application fee via ACH or PCI compliant EFT.
B2.6	Solution should be capable of electronic New lien notifications.	M	YES	Standard	Our solution currently includes an electronic New Lien Notification.
B2.7	Solution should be capable of owner and lien status checks electronically.	M	YES	Standard	Our solution is capable of owner and lien status checks electronically in our web-based hub.
B2.8	Solution should be capable of requesting and receiving lien release notifications electronically.	M	YES	Standard	Our solution is capable of requesting and receiving lien release notifications electronically through web services or SFTP.
B2.9	Solution should be capable of electronic request notifications to print paper title.	M	YES	Standard	Our solution currently has an electronic request notification to print paper titles.
B2.10	Solution should be capable of electronic updates and corrections to title records.	M	YES	Standard	Our solution currently includes an update and correction to title notification via web services or SFTP.

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B2.11	Solution should be capable of electronic confirmation of notifications.	M	YES	Standard	Our solution currently includes electronic confirmations of notifications via web services or SFTP.
B2.12	Solution should be capable of electronic denial of notifications if no associated records.	M	YES	Standard	Our solution currently includes an electronic denial of notification via web services or SFTP.
B2.13	Solution should be capable of failed transactions notifications.	M	YES	Standard	Our solution currently includes a failed transaction notification via web services or SFTP.
B2.14	Solution should be capable of other functions essential to the NH DMV.	M	YES	Standard	Our solution currently has other functionality within our hub application that may be essential to the NH DMV.
B2.15	Solution must be capable of transferring documents electronically in a secure manner compliant with NH DoIT policies or procedures *(please see section B-1 of the RFP)* (https://www.doit.nh.gov/cybersecurity/cybersecurity-policy-and-procedures).	M	YES	Standard	Our solution is capable of transferring documents in a secure manner via web services or SFTP.

Contractor Initials: KG
Date: 8/1/2025

B2.16	Solution should be capable of performing a customer search using a business identifier (NHB) or search for a customer using customer's license number or non-driver identification number to verify against the DMV database for residency and/or known to the State of NH *(please see section B-1.1.2 of the RFP).*	M	YES	Standard	Our solution is capable of performing a customer search using a business identifier (NHB) or search for a customer using customer's license number or non-driver identification number to verify against the DMV database for residency and/or known to the State of NH via web services.
B2.17	Solution should be capable of performing a customer search using First Name/Last Name/DOB/ 5-digit zip code for Legal Address of customer.	M	YES	Standard	Our solution is capable of performing a customer search using First Name/Last Name/DOB/ 5-digit zip code for Legal Address of customer via web services.
B2.18	Solution should be capable of performing a business customer search using the Business Name, 5-digit zip code for Legal Address of business.	M	YES	Standard	Our solution is capable of performing a business customer search using the Business Name, 5-digit zip code for Legal Address of business via web services.
B2.19	Vendor and proposed solutions must be compliant with NH Driver Privacy RSA 260:14 and Title XXI- Motor Vehicle Law *(please refer to B1.27 above).*	M	YES	Standard	Our solutions are always compliant with all State and Federal laws.

Contractor Initials:
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B2.20	Solution must be capable of utilizing vehicle identification number (VIN) validation tools.	M	YES	Standard	Our solution uses VINtelligence.
B2.21	Solution shall prohibit and prevent free range searching against DMV database using search criteria identified.	M	YES	Standard	Our solution prohibits and prevents free range searching against DMV database by limiting search criteria.
B2.22	Solution should be capable of transferring title data in real/near real time to DMV.	M	YES	Standard	Our solution is capable of transmitting title application data electronically via web services.
B2.23	Solution shall be capable of setting mandatory fields and compliances to be met to prohibit and prevent incomplete title data being transferred to DMV.	M	YES	Standard	Our solution sets mandatory fields and uses input validation to ensure complete title applications and data being sent to DMV.
B2.24	Solution shall be capable of creating transaction workflows (ex. compile a list of completed transactions to be transmitted to DMV).	M	YES	Standard	Our solution is capable of creating transaction workflows, compiling a list of completed transactions and transmitting them to DMV using web services or SFTP.
Administration					

Contractor Initials:
Date: 5/1/2025

B3.1	Solution shall be capable of incorporating new business or technical requirements or modifications to the existing business or technical requirements as a result of administrative changes or regulatory updates.	M	YES	Standard	Our solution is capable of incorporating new business or technical requirements or modifications to the existing business or technical requirements as a result of administrative changes or regulatory updates via change control process and policy.
B3.2	Vendor shall be capable of providing appropriate resources (i.e., helpdesk) to support users *(please see section B-1.1.4 of the RFP).*	M	YES	Standard	EDS currently has a full-time helpdesk and additional technical and business resources to support all users.
B3.3	Solution shall be capable of implementing and utilizing look up values (vehicle makes, models, colors, etc.) consistent with NH DMV's system of record MAAP. The look up values should be displayed as drop-down values and only utilize open text fields for instances such as typing a customer name and address *(please refer to Attachment 3).*	M	YES	Standard	Our solution utilizes look up values access through dropdowns and autocomplete suggestion lists. Open text fields are utilized for fields such as customer name and address.

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B3.4	Solution should have an audit functionality that will display the historical usage of a user (ex. user navigations, changes, and deletion of applications).	M	YES	Standard	Our solution is capable of accessing historical usage of a user.
B3.5	Solution shall not act as a repository of customer or transaction data and only retain data necessary to perform transaction.	M	YES	Standard	Our solution retains data necessary to perform transactions.
B3.6	Vendor shall have a defined process for purging and protecting data.	M	YES	Standard	EDS has a defined process for purging and protecting data.
B3.7	Solution must allow a manual reset of an authorized user.	M	YES	Standard	Our solution allows a manual reset of an authorized user.
B3.8	Solution must allow an automated reset of an authorized user after a defined period of time (ex. 10 minutes).	M	YES	Standard	Our solution allows an automated reset of an authorized user after a defined period of time.
B3.9	Solution must allow an authorized user to log out or end a current session within the solution.	M	YES	Standard	Our solution allows an authorized user to log out or end a current session within the application.
B3.10	Solution must have a time out function after a defined period of no activity.	M	YES	Standard	Our solution has a time out function after a defined period of no activity.
B3.11	Solution must allow DMV to disable access to solutions for a user and for a business entity.	M	YES	Standard	Our solution has the capability to provide DMV role access to disable access to the application for a user and/or a business entity.

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B3.12	Solution shall not allow a group permission (multiple users under same log in) and must provide unique user access and verification user.	M	YES	Standard	Our solution does not allow a group permission (multiple users under same log in). Each user has a unique user name and password.
B3.13	Solution must have a functionality that prohibits utilization, transmission, or creation of title applications and data from unknown and remote locals and user access must be specific to the dealership (cannot use credentials across multiple dealerships/locations).	M	YES	Standard	User role-based access can be restricted by dealership. Our solution prohibits access from outside the United States.
B3.14	Solution must have role-based security and have role-based system administration functionality for all users.	M	YES	Standard	Our solution has role-based security and role-based system administration functionality for all users.
Reporting					
B4.1	Solution has a functionality for a user to perform status checks (ex. Issued Y/N or Suspended Y/N).	P	YES	Standard	Our solution has functionality for a user to perform status checks.
B4.2	Solution must have a function to handle failed transactions/errors/exception queues and create related notification.	M	YES	Standard	Our solution has functionality to handle failed transactions/errors/exception queues and create related notification.

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B4.3	Solution must have a function for a user to generate a report for applications suspended by DMV that includes the suspension code for their dealership or lending institution.	M	YES	Standard	Our solution has functionality for a user to generate a report for transaction status.
B4.4	Solution must have a function to allow a user to generate a report for applications submitted to DMV by their business.	M	YES	Standard	Our solution has functionality for a user to generate a transaction summary report.
B4.5	Solution must have a function to allow DMV to view all application data by dealerships or lending institutions.	M	YES	Standard	Our solution has functionality for the DMV to generate reports by dealership or lending institution to view application data.
B4.6	Solution must not provide reports or notifications of corrected or changed applications by DMV after submission to DMV.	M	YES	Standard	Our solution will not provide reports or notifications of corrected or changed applications by DMV after submission to DMV.
B4.7	Solution must be capable of producing on demand and ad-hoc reports for statistical data for any period of time (daily, monthly, quarterly, etc.).	M	YES	Standard	Our solution is capable of producing on demand and ad-hoc reports for statistical data for any period of time (daily, monthly, quarterly, etc.) using date range filters.
B4.8	Solution is capable of generating a paper title application compliant with New Hampshire Administrative Rules and Laws *(please refer to Attachment 4)*.	M	YES	Standard	Our solution is capable of generating a paper title application compliant with New Hampshire Administrative Rules and Laws.

Contractor Initials: [illegible]
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APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	YES	Standard	Our solution is able to access data using open standards access protocol (please specify supported versions in the comments field).
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	YES	Standard	In our solution data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	YES	Standard	Our web-based solution is compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	YES	Standard	Our solution verifies the identity or authenticates all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. This is accomplished through API keys, IP whitelisting, certificate, web token.

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A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	YES	Standard	Our solution verifies the identity and authenticates all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. This is accomplished through user name and password and multi-factor authentication.
A2.3	Enforce unique usernames.	M	YES	Standard	Our solution enforces unique usernames.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	YES	Standard	Our solution will enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	YES	Standard	Our solution will enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	YES	Standard	EDS encrypts passwords in transmission and at rest within the database.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	YES	Standard	Our solutions have the ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.

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A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	YES	Standard	EDS will provide the ability to limit the number of people that can grant or change authorizations.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	YES	Standard	Our solution has the ability to enforce session timeouts during periods of inactivity.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	YES	Standard	EDS does not store authentication credentials or sensitive data in its code.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	YES	Standard	EDS solutions log all attempted accesses that fail identification, authentication and authorization requirements.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	YES	Standard	EDS solutions log all activities to a central server to prevent parties to application transactions from denying that they have taken place.
A2.13	All logs must be kept for six (6) months.	M	YES	Standard	EDS retains all logs for at least six (6) months.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	YES	Standard	Our solution allows a human user to explicitly terminate a session. No remnants of the prior session will remain.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	YES	Standard	EDS does not use Software and System Services for anything other than they are designed for.

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A2.16	The application Data shall be protected from unauthorized use when at rest.	M	YES	Standard	EDS solutions data is protected from unauthorized use when at rest.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	YES	Standard	Our solution will keep any sensitive data or communications private from unauthorized individuals and programs.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	YES	Standard	Subsequent application enhancements or upgrades to our solution will not remove or degrade security requirements.
A2.19	Utilize change management documentation and procedures.	M	YES	Standard	EDS utilizes change management documentation and procedures.
A2.20	Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	YES	Standard	EDS will use Web services exclusively to interface with the State's data in near real time when possible.
TESTING REQUIREMENTS					
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	YES	Standard	EDS ensures that all components of the Software are reviewed and tested to ensure they protect the State's web site and its related Data assets. EDS has a testing plan to ensure testing is conducted effectively.

Contractor Initials:
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T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	YES	Standard	EDS understands we are responsible for documentation of security testing, as appropriate.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	YES	Standard	EDS is capable of providing evidence that supports the fact that Identification and Authentication testing has been recently accomplished, reflecting information about those parties attempting to log onto the system.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	YES	Standard	EDS on a bi-annual basis utilizes the services of a third-party security compliance firm to perform internal, external and application penetration testing.

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T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	YES	Standard	EDS performs thorough testing to validate the encryption process. This includes encrypting data, storing it securely, and successfully decrypting it using the required tools.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	YES	Standard	EDS on a bi-annual basis utilizes the services of a third-party security compliance firm to perform internal, external and application penetration testing.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	YES	Standard	EDS on a bi-annual basis utilizes the services of a third-party security compliance firm to perform internal, external and application penetration testing.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	YES	Standard	EDS tests the User Management feature by verifying that only authorized users can access the system or application. We attempt to access with incorrect credentials to ensure that unauthorized access is denied.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	YES	Standard	EDS tests the Role/Privilege Management feature by verifying that once logged in the authorized users can only access functions that have been explicitly granted to them. We attempt to access those functions not granted to them to ensure that access is denied.

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T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	YES	Standard	EDS working with our third-party Managed Security Service Provider (MSSP) tests the ability to collect and analyze audit data.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	YES	Standard	EDS on a bi-annual basis utilizes the services of a third-party security compliance firm to perform application penetration testing to include OWASP top 10.
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	YES	Standard	EDS on a bi-annual basis utilizes the services of a third-party security compliance firm to perform application penetration testing to include OWASP top 10.

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T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (Please specify proposed methodology in the comments field).	M	YES	Standard	EDS has an external SOC II Type 2 audit annually. We are happy to provide you with a copy of our report.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	YES	Standard	Prior to the System being moved into production, EDS will provide results of all security testing to the Department of Information Technology for review and acceptance.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	YES	Standard	EDS will provide an implementation plan for migrating the application modifications from the User Acceptance Test Environment to the Production Environment.
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	YES	Standard	EDS tests software and systems using a hybrid waterfall and agile testing methodology. We will work with the State if a different methodology is preferred.

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T2.2	The Vendor must perform application stress testing and tuning.	M	YES	Standard	EDS uses a fully managed load-testing service that enables us to generate high-scale load. The service simulates traffic for our applications.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	YES	Standard	EDS uses Azure DevOps as its source control for coding environments to ensure they're in sync.
T2.4	The vendor must define and test disaster recovery procedures.	M	YES	Standard	EDS has a documented disaster recovery procedure that is tested annually.
HOSTING-CLOUD REQUIREMENTS					
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	YES	Standard	Our solution is hosted in Microsoft Azure's datacenters, which meet or exceed Tier 3 Data Center standards.

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H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission-based logins.	M	YES	Standard	Our solution is hosted in Microsoft Azure's datacenters, which ensure a secure hosting environment by providing all necessary hardware, software, and Internet bandwidth resources.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	YES	Standard	Our solution is hosted in Microsoft Azure, which ensures that all data centers are physically secure and implements robust access controls.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	YES	Standard	Our solution is hosted in Azure using Platform-as-a-Service, which means that patching is managed by Azure, ensuring all systems are updated monthly.
H1.5	Vendor shall monitor System, security, and application logs.	M	YES	Standard	EDS maintains all logs in Azure Sentinel and ensures continuous 24/7 monitoring by our US-based Managed Security Service Provider (MSSP).
H1.6	Vendor shall manage the sharing of data resources.	M	YES	Standard	All logs are stored in Azure Sentinel and are monitored 24/7 by our US-based Managed Security Service Provider.

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H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	YES	Standard	EDS manages daily backups, off-site data storage, and restore operations within Microsoft Azure, with a focus on immutable backups stored across geographically diverse Azure data centers.
H1.8	The Vendor shall monitor physical hardware.	M	YES	Standard	Our solution is hosted in Azure and relies on Azure for the management and maintenance of all physical hardware.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	YES	Standard	Our solution will offer remote access through a web UI secured with TLS 1.2 or better encryption, and we are flexible to accommodate additional access methods, including remote desktop connections via secure protocols like VPN, as needed by the State.

H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	YES	Standard	EDS will adhere to New Hampshire RSA 359-C:20.
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	YES	Standard	EDS has an established Disaster Recovery (DR) Plan, which includes detailed procedures for recovering lost State data and our data. The architecture within our Azure environment is designed to satisfy the recovery needs, ensuring compliance with Maximum Tolerable Downtime (MTD), Recovery Point Objective (RPO), and Recovery Time Objective (RTO) standards.

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H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	YES	Standard	In our Disaster Recovery Plan, we specify that our systems are hosted on Azure cloud services. We depend on Azure's robust infrastructure to guarantee hardware availability and resilience, ensuring continuous system operation.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	YES	Standard	EDS adheres to a strict backup schedule and procedure within Azure, meeting established MTD, RPO, and RTO criteria.
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	YES	Standard	EDS maintains rigorous backup protocols, ensuring data copies are readily available for restoration in any event of data loss or system failure.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	YES	Standard	EDS performs full backups weekly, differential backups daily and incremental backups every five minutes.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	YES	Standard	Our backups are stored in Azure backup vaults, with policies that set data retention and immutability. All backups are replicated to separate Azure regions providing a reliable safeguard against complete data loss.

H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	YES	Standard	Our system is configured to backup database logs every 5 minutes to georedundant storage, which is further secured in immutable backup vaults. This process enables restoration of databases to a state very close to real-time.
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	YES	Standard	EDS employs robust security measures to ensure their protection. Additionally, we regularly audit these measures for SOC 2 Type II compliance, adhering to the five trust service principles.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	YES	Standard	All data in transit including exchanges between servers is securely encrypted using TLS 1.2 or higher protocols.

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H3.3	All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	YES	Standard	All data in transit, including exchanges between servers, is securely encrypted using TLS 1.2 or higher protocols.
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	YES	Standard	EDS conducts internal vulnerability scanning and compliance checks in our Azure environment. Additionally, our solution is validated by an annual third-party audit for SOC 2 Type II compliance.
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	YES	Standard	EDS will cooperate with the State's Chief Information Officer to identify and address any security vulnerabilities within the hosting infrastructure. We conduct internal vulnerability scanning and compliance verification in our Azure environment

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H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	YES	Standard	EDS will grant the State the authority to conduct both scheduled and random security audits, which include vulnerability assessments, of our hosting infrastructure and applications as requested.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	YES	Standard	EDS ensures that services, and servers in our Azure environments have event logging enabled, with logs including System, Application, Web, and Database activities. These logs are securely forwarded to Azure Sentinel and are only accessible to authorized personnel within our organization and our Managed Security Service Provider (MSSP).
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	YES	Standard	EDS adheres to CIS and NIST guidelines for building and hardening our Azure-based environment, and as necessary we use CIS-hardened images for virtual machines.
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	YES	Standard	EDS will promptly notify the State's Project Manager of any security breaches, within two hours of detection.

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H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	YES	Standard	EDS acknowledges and agrees to be solely liable for all costs arising from any breach of State data housed within our facilities, including but not limited to notification expenses and any damages determined by the courts.
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	YES	Standard	EDS's System support and maintenance will commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	YES	Standard	The EDS solution is hosted in Azure which maintains the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	YES	Standard	The EDS solution is hosted in Azure and relies on Azure for the management and maintenance of all physical hardware so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.

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H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	YES	Standard	The EDS solution is hosted in Azure using Platform-as-a-Service, which means that patching is managed by Azure, ensuring all systems are updated monthly.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm-Monday through Friday EST.	M	YES	Standard	EDS will provide the State with unlimited access, via phone or Email, to the EDS technical support staff between the hours of 8:00am to 5:00pm-Monday through Friday EST.
H4.6	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:	M	YES	Standard	The EDS response time for support will conform to the specific deficiency class as described in the H 4.6 requirement description or as agreed to by the parties.

Contractor Initials: [illegible]
Date: 5/1/2025

	Critical-Urgent: A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. And there are no acceptable alternative methods to achieve required results.				
	High-Critical: A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. However, an acceptable alternative method exists to achieve required results.				
	Medium-Minor: A defect that causes the system to produce incorrect, incomplete, or inconsistent results.				
	Low-Very Minor: A minor or cosmetic defect that has acceptable workarounds to achieve required results.				

Contractor Initials: [illegible]
Date: 5/1/2025

H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following or as agreed to by the parties: **Critical-Urgent:** Resolution is required within 1 Hour. **High-Critical:** Resolution is required within 2 Hours. **Medium-Minor:** Resolution is expected as quickly as possible, not to exceed thirty business days. **Low-Very Minor:** Resolution upon mutually agreed terms with NH DMV.	M	YES	Standard	As part of the EDS maintenance agreement, ongoing support issues will be responded to in accordance with the H 4.7 requirement description or as agreed to by the parties.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	YES	Standard	EDS agrees the hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	YES	Standard	EDS agrees a regularly scheduled maintenance window will be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

Contractor Initials:
Date: 5/1/2025

H4.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	YES	Standard	EDS will use a change management policy for notification and tracking of change requests as well as critical outages.
H4.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	YES	Standard	EDS agrees a critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
H4.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	YES	Standard	EDS will maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.

Contractor Initials: RK
Date: 5/1/2025

H4.13	The Vendor will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	YES	Standard	EDS will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
SUPPORT & MAINTENANCE REQUIREMENTS					
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	YES	Standard	EDS's System support and maintenance will commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	YES	Standard	The EDS solution is hosted in Azure which maintains the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	YES	Standard	EDS will repair its Software solution, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.

Contractor Initials: BS
Date: 5/1/2025

S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm-Monday through Friday EST.	M	YES	Standard	EDS will provide the State with unlimited access, via phone or Email, to the EDS technical support staff between the hours of 8:00am to 5:00pm-Monday through Friday EST.
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: **Critical-Urgent:** A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. And there are no acceptable alternative methods to achieve required results. **High-Critical:** A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. However, an acceptable alternative method exists to achieve required results.	M	YES	Standard	The EDS response time for support will conform to the specific deficiency class as described in the S 1.5 requirement description or as agreed to by the parties.

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	Medium-Minor: A defect that causes the system to produce incorrect, incomplete, or inconsistent results. **Low-Very Minor:** A minor or cosmetic defect that has acceptable workarounds to achieve required results.				
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	YES	Standard	EDS will make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	P	YES	Standard	For all maintenance Services calls, EDS will ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.

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S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	YES	Standard	EDS will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: **Critical-Urgent:** Resolution is required within 1 Hour. **High-Critical:** Resolution is required within 2 Hours. **Medium-Minor:** Resolution is expected as quickly as possible, not to exceed thirty business days.	M	YES	Standard	As part of the EDS Software maintenance agreement, ongoing support issues will be responded to in accordance with the S 1.9 requirement description or as agreed to by the parties.

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	Low-Very Minor: Resolution upon mutually agreed terms with NH DMV				
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	YES	Standard	EDS will use a change management policy for notification and tracking of change requests as well as critical outages.
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	YES	Standard	EDS agrees a critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	YES	Standard	EDS will maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.

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Date: 5/1/2025

S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	YES	Standard	EDS agrees a regularly scheduled maintenance window will be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
S1.14	The Vendor shall give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	YES	Standard	EDS will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	YES	Standard	EDS agrees to use a personal secure FTP site provided by the State to be used by the State for uploading and downloading files if applicable.
PROJECT MANAGEMENT					
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**	**Comments**
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	YES	Standard	EDS will participate in an initial kick-off meeting to initiate the Project. EDS key staff are available to attend in person at our own expense if the State wishes.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	YES	Standard	EDS provide qualified Project Staff as specified in the RFP.

Contractor Initials:
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P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than weekly.	M	YES	Standard	EDS will submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan will include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than weekly.
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	YES	Standard	EDS will provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Project documentation should be maintained in MS-Word format and accessible via an online shared space (Google Docs is not permissible).	M	YES	Standard	EDS agrees all user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence will be maintained as project documentation. Project documentation will be maintained in MS-Word format and accessible via an online shared space. Google Docs will not be used.

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B-2.3. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

State Requirements		
Req #	**Requirement Description**	**Criticality**
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service.	M

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SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiency–The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -13	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -14	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA -15	For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P

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SLA -16	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P

4. COMPLIANCE REQUIREMENTS

Further the State of New Hampshire requires adherence to the guidance listed below.

All support staff dedicated to the State of New Hampshire e-Title Program will be required to complete initial and annual Driver Privacy training and will be mandated to adhere to guidelines and any restrictions on personal information, motor vehicle records, and any and all PII generated during business operations as outlined in RSA 260:14.

- https://gencourt.state.nh.us/rsa/html/XXI/260/260-14.htm

NH DMV shall retain ownership of any and all data at the conclusion of this contract and/or subsequent extensions.

State Compliances to include Administrative Rules

- https://gencourt.state.nh.us/rules/state_agencies/saf-c1900.html

5. THIRD PARTY AGREEMENTS

All agreements between the Contractor and third parties, including but not limited to agreements with Dealers, User Agreements, ELT Service Providers, and Lienholder Institutions, enacted as part of the contracted services encompassed within the State of New Hampshire e-Title Program, shall be developed with alignment to the terms of this agreement, and through a collaborative process with the State.

The Contractor shall notify the State in writing of any changes to any service level agreements with third parties which handle State data provided to them by the Contractor at least 90 days prior to their effective date. The State reserves the right to approve or reject any changes to these agreements that may reasonably impact data security, confidentiality, compliance with regulatory or statutory requirements, or that may be commercially unreasonable or burdensome for New Hampshire entities. The Contractor is responsible for maintaining and enforcing these standards across all such agreements. The Contractor shall maintain all agreements and provide the State with a copy of any agreements and any amendments to those agreements. The State reserves the right to require the Contractor to immediately suspend or terminate a third party's access to the State's data in the event of non-compliance with the terms of the agreement or any applicable laws or regulations.

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6. ACTIVITY, DELIVERABLE, AND MILESTONE

- **Conduct Project Kickoff Meeting** – Initial meeting with stakeholders to begin planning and conducting project activities. Involves both EDS and NH staff.
- **Work Plan – MS Project Plan** - Project tasks, schedule, dependencies, resources, identifies milestones, deliverables. Developed by EDS Project Manager.
- **Project Status Reports** – Written - Report provided at agreed upon intervals to update stakeholders on the status of the project. Responsibility of EDS Project Manager.
- **Infrastructure Plan, including Desktop and Network Configuration Requirements** – Written - Plan reflecting the infrastructure including desktop and network configuration requirements. Responsibility of EDS team.
- **Security Plan** – Written - Plan of action for security for this new application being developed. Responsibility of EDS team.
- **Communications Plan** – Written - Plan for how communication will be handled during the project including the forms of communication, how they will be distributed and who will receive the communication. Responsibility of EDS Project Manager.
- **Change Management Plan** – Written – Plan on how changes will be managed and approved throughout the project once the requirements have been determined. Responsibility of EDS Project Manager.
- **Requirements Traceability Matrix** – Written – A document that tracks information about each requirement including a unique identifier and the test case covering the requirement. Responsibility of EDS Project Manager.
- **Requirements Document** - Written – A narrative document that describes each requirement and includes any other supporting information. Responsibility of EDS Project Manager.
- **Software Configuration Plan** – Written plan for the configuration and roles for this project. Responsibility of EDS team.
- **Systems Interface Plan and Design/Capability** – Written - Plan of the technology used for the interface as well as all the data elements and requirements. Involves both EDS and NH staff.
- **Testing Plan** – Written – Plan on the approach of testing as well as steps for testers to follow.
- **Deployment Plan** – Written – Plan on how the project will be rolled out to users including sign ups and users eligible to use the new application. Responsibility of EDS team.

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- **Comprehensive Training Plan and Curriculum** – Written – Plan on how training will be conducted including delivery methods, who will attend training and what information will be taught. Responsibility of EDS team.

- **End User Support Plan** – Written – Plan on how EDS staff will support the end user after go-live including how they will be contacted and how issues will be handled. Responsibility of EDS team.

- **Business Continuity Plan** – Written - Plan to coordinate recovery of critical business functions in managing and supporting the business recovery in the event of a facilities (office building) disruption or disaster. Responsibility of EDS team.

- **Documentation of Operational Procedures** – Written – Any needed procedures for the continuing operation or the system. Responsibility of EDS team.

- **Provide Software Installed, Configured, and Operational to Satisfy State Requirements** – Software – Providing a functioning system that meets the project requirements. Responsibility of EDS team.

- **Conduct Integration Testing** - Non-Software – Conduct test on the different parts of the newly developed system working together. Involves both EDS and NH staff.

- **Conduct User Acceptance Testing** - Non-Software – Conduct testing from the end user perspective. Involves both EDS and NH staff.

- **Perform Production Tests** - Non-Software – Conduct testing in the production environment to ensure smooth implementation and security. Responsibility of EDS team.

- **Test In-Bound and Out-Bound Interfaces** – Software – Test that interfaces successfully pass data. Involves both EDS and NH staff.

- **Conduct System Performance (Load/Stress) Testing** - Non-Software – Conduct any needed testing to ensure that the system will perform well with a large number of users on the system at the same time. Responsibility of EDS team.

- **Certification of 3rd Party Pen Testing and Application Vulnerability Scanning** - Non-Software – Testing and scanning on the new system. Responsibility of EDS team.

- **Provide Tools for Backup and Recovery of all Applications and Data** – Software – Ensure all backup and recovery tools as in place for the application as well as the data. Responsibility of EDS team.

- **Conduct Training** - Non-Software – EDS provides training for all users/stakeholders that will be system users. Responsibility of EDS team.

- **Cutover to New Software** - Non-Software – Go-live with new program. Involves both EDS and NH staff.

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- **Provide Documentation** - Written – Provide any documentation needed for system operation. Responsibility of EDS team.
- **Execute Security Plan** - Non-Software – Ensure all system security documented in the Security Plan is in place. Responsibility of EDS team.
- **Ongoing Hosting Support** - Non-Software – EDS to provide support going forward from implementation. Responsibility of EDS team.
- **Ongoing Support & Maintenance** – Software - EDS to provide system support going forward from implementation. Responsibility of EDS team.
- **Conduct Project Exit Meeting** – Non-Software – EDS Project Manager will hold a project exit meeting and provide a final report. Responsibility of EDS Project Manager.

7. DELIVERABLE REVIEW AND ACCEPTANCE

8. Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

9. Software Deliverables Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

10. Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

11. Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

12. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

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13. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

14. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

14.1 The Contractor Key Project Staff

14.1.1. The Contractor's Contract Manager

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Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Bobbi Sparrow
602-468-0888 Ext 101 (Office)
602-723-4061 (Mobile)
bobbi@aada.com

14.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Gail Gonzales
602-468-0888 Ext. 307
ggonzales@edealersvcs.com

Meg Bosak
919-523-0232
meg@edealersvcs.com

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within one (1) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

14.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten

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(10) business day period to provide competent project management Services through a qualified interim Project Manager.

14.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Clint Dewitt
Network and Security Infrastructure – Director of Security and Infrastructure

Jonathan McCauley
Technical Lead – Director of Technology

Kristen Hernandez
ELT SME - Director of Electronic Solutions Support

Angie Candelaria
T&R SME - EDS Support Specialist

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

14.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

14.2 The State Key Project Staff

14.2.1. The State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Jennifer Bailey, Assistant Director - DMV
Telephone: (603) 227-4050
Email: Jennifer.L.Bailey@dos.nh.gov

14.2.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Jennifer N. O'Leary, Administrator II – Bureau of Title and Anti-Theft
Telephone: (603) 227-4050
Email: Jennifer.n.oleary@dos.nh.gov

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The State Project Manager's duties shall include the following:

a. Leading the Project.
b. Engaging and managing all Contractors working on the Project.
c. Managing significant issues and risks.
d. Reviewing and accepting Contract Deliverables.
e. Invoice sign-offs;
f. Review and approval of Change Orders;
g. Managing stakeholders' concerns.

15. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).
-

The preliminary Work Plans created by the Contractor and the State is set forth below. The work plan duration is calculated in business days, excluding weekends and holidays.

Task Name	Duration
State of New Hampshire Project - Phase One e-CTA	79d
Project Initiation	6d
Conduct Project Kick-Off Meeting	1d

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Identify all project stakeholders	1d
Establish Status Meetings	1d
Establish Project Status Reports Format and Frequency	5d
Milestone - All tasks in Project Initiation are Complete	1d
Planning and Design	74d
Written Deliverables	74d
Begin Providing Status Reports	5d
Work Plan	10d
Infrastructure Plan including Desktop and Network Configuration	10d
Security Plan	10d
Communications Plan	10d
Change Management Plan	10d
Software Configuration Plan	10d
System Interface Plan and Design/Capability	10d
Testing Plan	10d
Deployment Plan	5d
Comprehensive Training Plan and Curriculum	10d
End User Support Plan	20d
Business Continuity Plan	10d
Documentation of Operational Procedures	5d
Requirements Document - EDS Suggested Deliverable	5d
Requirements Traceability Matrix - EDS Suggested Deliverable	5d
Current Process Analysis	3d
Review Current Business Process	3d
Review Current Title System and Technical Capabilities	3d
Business Requirements	18d
Set up Requirements Gathering Sessions	1d
Conduct Requirements Gathering Sessions	6d
Identify Project Scope	1d

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Document Business Requirements	5d
Identify and Document Business Rules	5d
Develop Final Third-Party Agreement Development and Sign off	15d
Systems Requirements	8d
Identify Technical/System Requirements	3d
Document User Interface Requirements	5d
Document Data Transfer Requirements	5d
Planning and Design Testing Effort	14d
Identify User Acceptance Criteria	1d
Develop Requirements Traceability Matrix	3d
Planning and Design Training Effort	8d
Identify Training Needs	5d
Milestone - Requirement Documentation is Complete	1d
Milestone - Planning and Design Tasks are Complete	1d
Execution and Build	56d
Development	56d
Data Transfer Process	42d
Requirement and Design Review	1d
Iteration 1 Coding	11d
Unit Testing	3d
Iteration 2 Coding	10d
Unit Testing	3d
Iteration 3 Coding	10d
Unit Testing	3d
Milestone - Data Transfer Process Coding is Complete.	1d
Web Application	28d
Requirement and Design Review	1d
Iteration 1 Coding	10d
Unit Testing	3d
Iteration 2 Coding	10d
Unit Testing	3d
Milestone - Web Application Coding is Complete	1d
Database	47d
Design New Database	2d
Build New Database	3d

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Milestone - Database is Complete	1d
Provide Software Installed, Configured, and Operational to Satisfy State Requirements	1d
Milestone - Development is Complete	1d
Testing	56d
Conduct Integration Testing	49d
Develop Integration Test Plan/Script Scenarios	5d
Conduct Testing	5d
Conduct User Acceptance Testing	56d
Develop User Acceptance Testing Plan/Script/Scenarios	10d
Conduct Testing	5d
Defect Fixes	3d
Retest	2d
Conduct Production Testing	5d
Test In-bound and Out-Bound Interfaces	5d
Conduct System Performance (Load/Stress) Testing	2d
Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	1d
Milestone - All Testing Complete and Defects Fixed	1d
Milestone - User Acceptance Sign Off	1d
Execution and Build Training Effort	44d
Complete Training Manuals	1d
Plan Training Schedule	2d
Begin Training Sign ups and Communication	5d
Conduct Training	5d
Milestone - Training is Complete	1d
Develop Implementation Plan	10d
Implementation	35d
Sign up Users	25d
Implementation Readiness	2d
Execute Security Plan	1d
Review Implementation Readiness	1d
Milestone - Signoff on Implementation	1d
System Deployment	5d
Cutover to New Software	1d
Milestone - New System Goes Live	1d
Provide Documentation	5d

Contractor Initials:
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Provide Tools for Backup and Recovery of all Applications and Data	1d
Operations	1d
Ongoing Hosting Support - Continuous from this day forward	1d
Ongoing Support & Maintenance - Continuous from this day forward	1d
Closeout	7d
Conduct Project Exit Meeting	1d
Write Final Project Report	5d
Milestone - Submit Final Project Report for Project Closeout	1d
New Hampshire e-Lien Project (Phase II)	73d
Project Initiation	2d
Kick-Off Meeting	1d
Set up internal weekly meetings	1d
Identify all project stakeholders	1d
Establish Stakeholder Status Meetings	1d
Milestone - All tasks in Project Initiation are Complete	0
Planning and Design	13d
Current Process Analysis	1d
Review Current Business Process	1d
Review current title system and New Hampshire technical capabilities	1d
Business Requirements	9d
Set up Requirements Gathering Sessions	1d
Conduct Requirements Gathering Sessions	5d
Identify Project Scope	1d
Document Business Requirements	2d
Identify and Document Business Rules	1d
Systems Requirements	2d
Identify Technical/System Requirements	1d
Document User Interface Requirements	1d
Document Data Transfer Requirements	1d
Planning and Design Testing Effort	6d
Identify User Acceptance Criteria	1d
Develop Requirements Traceability Matrix	3d
Planning and Design Training Effort	2d
Identify Training Needs	1d

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Milestone - Requirement Documentation is Complete	0
Milestone - Planning and Design Tasks are Complete	0
Execution and Build	59d
Development	59d
e-Lien Data Transfer Process	41d
Requirement and Design Review	1d
Iteration 1 Coding	10d
Unit Testing	3d
Iteration 2 Coding	10d
Unit Testing	3d
Iteration 3 Coding	10d
Unit Testing	3d
Milestone - Data Transfer Process Coding is Complete.	1d
e-Lien Web Application	28d
Requirement and Design Review	1d
Iteration 1 Coding	10d
Unit Testing	3d
Iteration 2 Coding	10d
Unit Testing	3d
Milestone - Web Application Coding is Complete	1d
Database	5d
Design New Database	2d
Build New Database	3d
Milestone - Database is Complete	0
Milestone - Development is Complete	0
Testing	59d
Integration Testing	46d
Develop Integration Test Plan/Script Scenarios	5d
Conduct Testing	5d
User Acceptance Testing	49d
Develop User Acceptance Testing Plan/Script/Scenarios	10d
Conduct Testing	5d
Defect Fixes	3d
Retest	2d
Milestone - All Testing is Complete and Defects Fixed	0
Milestone - User Acceptance Sign-off	1d
Execution and Build Training Efford	58d
Complete Training Manuals	10d

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Plan Training Schedule	2d
Begin Training Sign Ups and Communication	5d
Conduct Training	1d
Milestone - Training is Complete	0
Develop Implementation Plan	10d
Implementation	51d
Sign up Service Providers	21d
Sign up Lienholders/Dealers	7d
Implementation Readiness	2d
Review Implementation Readiness	1d
Milestone - Signoff on Implementation	0
IMPLEMENTATION	1d
Closeout	6d
Release resources	1d
Perform project lessons learned	5d
Milestone - Submit Final Project Report for Project Closeout	0

Onboarding Work Plan for New Dealers and Lending Institutions

The preliminary engagement method and onboarding procedures created by the Contractor is set forth below.

1. Notify potential participants in our existing relationship pool.
2. Contact Auto Dealers Association and other professional organizations for dealers and lending organizations.
3. Conduct informational meetings/webinars for potential participants.
4. Enrollment
    a. Have new organizations complete and sign a Service Level Agreement.
    b. Once SLA is received set up business account in our system.
    c. Determine if the business has a system that can integrate with ours (e.g. DMS integration).
    d. Have business complete any required integration paperwork.
    e. Set up any integrations between EDS and DMS or similar dealer/lender system.
    f. Add Admin Users.
    g. Set up ACH.
5. Conduct Training and Provide User Guide.
6. Provide Help Desk/Support contact information.

16. INTERFACES WITH STATE SYSTEMS

Interfaces with State systems shall be implemented at the direction of the State. As outlined in the requirements the State foresees interfaces with its Title and Registration system of record, MAAP, in addition to interfaces required to facilitate financial transactions, EFT.

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17. ACCEPTANCE & TESTING SERVICES

Testing is critical to ensuring the quality of the implementation and the respective development items, therefore the Test Strategy Plan is seen as a key artifact for software and system testing. The Test Strategy Plan will cover all aspects of testing, including unit testing, system/integration testing, and user acceptance testing. EDS accepts that it will be fully responsible for the testing of the solution in accordance with the requirements detailed. The software and the hardware environments will be fully tested against a set of predefined test procedures, plans, and test cases, and will ensure that the system delivered matches the requirements defined and documented in the Requirements Traceability Matrix, the System Requirements documents, and the System Design documents.

Preparing and Planning

Preparing and planning for testing begins at the beginning of the project. A mistake can sometimes be made when testing is pushed until the end of the project and the testing is not given the time and attention it requires. During the planning phase the User Acceptance Criteria are identified. This is very important so that the development effort meets the needs and requirements of the user. It is also during this phase that the Requirements Traceability Matrix is developed. These requirement documents are the foundation of the development of test plans, test scripts and test scenarios. No testing can be done until these testing artifacts have been created.

Testing Phases

Below are the different types or phases of testing. It is crucial to advance systematically through each testing phase to guarantee a comprehensive and thorough examination.

Unit Test: Unit testing is the first test done on any development effort. This testing will be done by the developers as part of their system development. It is important that testing is successfully completed before a developer promotes their code from the development environment. If this testing is not completed it can mean that other team members' time will not be well spent, as they will encounter issues with code that was promoted before it was ready.

Integration/System Test: Integration/System testing will ensure that different parts of the solution, developed at different times, will operate as expected. This is tested by ensuring that the data flow between the different modules meets the project requirements. The test team, in coordination with the developers and business analysts will identify, as part of the test script creation, areas of the system that may need additional testing.

As System and Integration Test are conducted, the results will be tracked. Each test result case will be documented with the test script. Before any system builds are moved into the UAT environment, the team will resolve all defects identified in the testing process.

User Acceptance Test: User Acceptance testing is the final set of testing prior to implementation. The testing is generally conducted by real users or subject matter experts. There may be multiple "rounds" of User Acceptance testing as defects are found and then "fixed." The successful

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completion of User Acceptance testing is a requirement of the implementation readiness assessment.

Test Scripts, Cases, Scenarios

System and Integration Test Scripts, Cases, Scenarios: As part of the overall test strategy, EDS will develop a complete set of System and Integration test cases that will provide a full end to end test of the solution developed. Each test case will be based on a functional area and broken down into specific use cases that will be developed as part of the Functional Requirements documents. EDS ensures that all test cases follow the same format and ensures that they detail the requirements that are associated with that functional area.

UAT Test Scripts, Cases, Scenarios: UAT test scenarios are developed in conjunction with the State expert users and individuals who understand the business processes that are involved with each UAT Script. This ensures that real-world operation is considered as part of the UAT Testing. The scripts typically contain all the similar test script attributes of System and Integration testing. The execution of the scripts often identifies defects that are not system defects but system changes. A defect is when the system is not functioning as documented in the specifications/requirements. A change is when a missed specification or requirement is found. The UAT process should provide the users with the ability to document the missed specifications or requirements and promote them to the change management process.

18. MAINTENANCE, OPERATIONS AND SUPPORT System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

18.1.1 System Support

a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
    a. **Class A Deficiencies** – The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request.

    Class A Deficiency shall be defined as Software - Critical, does not

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allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service.

b. **Class B & C Deficiencies** – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

Class B Deficiency shall be defined as Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service.

Class C Deficiency shall be defined as - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service.

18.1.2 Support Obligations

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

i. nature of the Deficiency;
ii. current status of the Deficiency;
iii. action plans, dates, and times;
iv. expected and actual completion time;
v. Deficiency resolution information;
vi. resolved by;
vii. identifying number i.e. work order number; and
viii. issue identified by.

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The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

i. mean time between Reported Deficiencies with the Software;
ii. diagnosis of the root cause of the problem; and
iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

18.1.3 Contract Warranties and Representations

System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

Software and Interfaces

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
b. the re-performance of the deficient Services, or
c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

18.1.4 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

18.1.5 Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

19. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

20 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

21 Security Incident or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

21.1 Breach Responsibilities

21.1.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

21.1.2 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

21.1.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
b. promptly implement necessary remedial measures, if necessary; and
c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

21.1.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the

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Contractor and/or the third-party hosting company shall bear the costs associated with:

i. the investigation and resolution of the Data Breach;
ii. notifications to individuals, regulators or others required by State law;
iii. a credit monitoring service required by State (or federal) law;
iv. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

22. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

23. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

24. TRAINING

The Contractor shall provide the following Training Services:

Conduct Training - EDS shall provide training for all users/stakeholders that will be system users. Responsibility of EDS team.

Participant Enrollment: EDS will manage the enrollment of all dealers, lenders, and their Admin users. Enrollment includes education and training on the program.

Continued Training: EDS shall provide initial and ongoing training as required for all stakeholders.

EDS shall develop a comprehensive training plan to include State Personnel. This training shall include education of the program and its functionality and a guide and training of the system. Different training materials are developed based on the audience, as different departments and personnel will need to know different aspects of the system and program.

EDS shall conduct training in the form of in person or online classroom sessions, meetings, web tutorials or a hybrid of these methods. For training sessions, the contractor shall include discussion and education on the process, transactions, enrollment, and functionality of the application.

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25. TERMS AND DEFINTIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

26. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

5. PAYMENT SCHEDULE

5.1 Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

5.1.2 Implementation Pricing

Table 5.1.1.2		
IMPLEMENATION PRICING WORKSHEET - E-CTA		
		ONE TIME COST
1	PLANNING & PROJECT MANAGEMENT	$0.00
2	INSTALLATION	$0.00

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3	TESTING	$0.00
4	SYSTEM DEPLOYMENT	$0.00
	Total	$0.00

Table 5.1.1.2 IMPLEMENATION PRICING WORKSHEET – E-LIEN		
		ONE TIME COST
1	PLANNING & PROJECT MANAGEMENT	$0.00
2	INSTALLATION	$0.00
3	TESTING	$0.00
4	SYSTEM DEPLOYMENT	$0.00
	Total	$0.00

5.1.2 Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services. Contractor shall provide all future services, including any enhancements or additional services after, at no direct cost to the State.

Table 10.1.2.1 FUTURE VENDOR PRICING WORKSHEET							
VENDOR ROLE	SFY 2024	SFY 2025	SFY 2026*	SFY 2027*	SFY 2028	SFY 2029*	SFY 2030*
Project Manager (Key)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ELT/e-Lien SME (Key)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Technology Lead (Key)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Network Security and Infrastructure (Key)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T&R SME (Key)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. License Grant.

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract.

The Parties acknowledge that this Contract is a services agreement, and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

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2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Documentation within its possession for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software and platform for viruses.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe

any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives Contractor control of the defense and any settlement negotiations; and
c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code upon request, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Gail Gonzales 602-468-0888 Ext. 307 ggonzales@edealersvcs.com	Jennifer O'Leary, Project Manager Ph: 603-227-4050 jennifer.n.oleary@dos.nh.gov	5 Days
First	Meg Bosak 919-523-0232 meg@edealersvcs.com	John C. Marasco, Project Sponsor Ph: 603-227-4050 john.c.marasco@dos.nh.gov	10 Days
Second	Bobbi Sparrow 602-468-0888 bobbi@aada.com	Robert L. Quinn, Commissioner Ph: 603-223-3889 robert.l.quinn@dos.nh.gov	10 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices

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which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

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c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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EXHIBIT F – TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
AAMVA	American Association of Motor Vehicle Administrators
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off the Shelf Software (COTS)	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
CTA	Certificate of Title Application
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.

Contractor Initials: RG
Date: 5/1/2025

Data Breach	"Data Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for any other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency(ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
DMS	Dealer Management System
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
e-CTA	Electronic Certificate of Title Application
e-Lien	Electronic Lien
e-Title	Electronic Title
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking, and storage.
MAAP	Municipal Agent Automation Project (MAAP) is NH DMV's Motor Vehicle Registration and Title System.
MCO	Manufacturers Certificate of Origin
NH DoIT	New Hampshire Department of Information Technology
NMVTIS	National Motor Vehicle Information System
	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt

Contractor Initials: KB
Date: 5/1/2025

Non-Public Information	by statute, ordinance, agreement, or administrative rule from access by the general public as public information.
Open-Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information (PII)	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	"Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification, or destruction.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Contractor Initials: PG
Date: 5/1/2025

Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
VIN	Vehicle Identification Number
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities, and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: *Business/Technical Requirements and Deliverables*. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

Contractor Initials: _____
Date: 5/1/2025

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

Vendor Service Level Agreements: The following agreement draft templates will form the basis of any agreement with a New Hampshire entity for services associated with the State of New Hampshire e-Title Program.

a. e-CTA Dealer Agreement – Draft
b. e-CTA User Agreement - Draft
c. e-Lien Lender Agreement - Draft
d. e-Lien Service Provider Agreement - Draft

2. CONTRACTOR CERTIFICATES

e. Contractor's Certificate of Good Standing
f. Contractor's Certificate of Vote/Authority
g. Contractor's Certificate of Insurance

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E-LIEN SERVICE PROVIDER AGREEMENT
(New Hampshire)

THIS E-LIEN SERVICE PROVIDER AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 202__ (the "Effective Date"), by and between EDEALER SERVICES, LLC, a Nevada limited liability company ("EDS"), and _____, a _____ ("Service Provider").

RECITALS

A. The State of New Hampshire Department of Safety, Division of Motor Vehicles ("State of New Hampshire") has established a system for the recording of vehicle title information, including perfection and release of security interests, through electronic media (the "e-Lien System").

B. EDS is in the business of serving as an Electronic Lien and Title (ELT) Hub which, for purposes of this Agreement shall mean, a contracted agent of the department who facilitates electronic lien and title transactions on behalf of the division of motor vehicles using systems to electronically deliver motor vehicle and title information between and among the division, the ELT hub, ELT service providers, lending institutions having an interest in a motor vehicle titled within the State, and New Hampshire licensed retail vehicle dealers.

C. Service Provider desires to serve as an Electronic Lien and Title (ELT) Service Provider which, for purposes of this Agreement shall mean a contractor of a lending institution having an interest in a motor vehicle titled within the State, a contractor of a New Hampshire licensed retail vehicle dealer, or both, who facilitates electronic lien and title transactions by accepting and delivering motor vehicle and title information electronically through ELT hub systems as an approved user of such systems, to facilitate electronic lien and electronic title programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ENROLLMENT AS SERVICE PROVIDER; TERM. Service Provider hereby enrolls as a non-exclusive participant in the system established by the State of New Hampshire for the e-Lien System. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue for as long as EDS maintains its agreement with State of New Hampshire as an agent for the operation and maintenance of the e-Lien System.

2. OBLIGATIONS OF SERVICE PROVIDER. Service Provider agrees that:

(a) Provision of Services. During the Term of this Agreement, Service Provider shall be permitted to access the e-Lien System solely for the limited use of completing electronic lien and title transactions (collectively, "Services"). EDS or the State of New

Hampshire may issue specific rules and procedures governing access to and use of the e-Lien System. Service Provider shall comply fully with all such rules and procedures throughout the Term of this Agreement.

(b) Acquisition and Maintenance of Compliant Equipment. Service Provider shall acquire and maintain, at its sole cost and expense, computer equipment and software required by EDS to access the e-Lien System.

3. **AVAILABLE TRANSACTIONS.** The e-Lien System shall provide for several types of transactions (the "Transactions"). The available Transactions shall consist of the following:

(a) Lien Release Notification;

(b) Emergency Lien Release;

(c) Print Title Request;

(d) Lien Release by State Notification;

(e) Intent to File Lien;

(f) New Title Notification;

(g) Owner and Lien Status Checks;

(h) Updates and Corrections to Title Confirmation & Denial of Title Record:

(i) Title Demand Notifications and

(j) Title Delete Notifications.

For purposes of this Agreement, a Lien Release Notification, Emergency Lien Release, Print Title Request, Lien Release by State Notification, Intent to File Lien, New Title Notification, Owner and Lien Status Checks, Updates and Corrections to Title Confirmation and Denial of Title Record, Title Demand Notification and Title Delete Notification are, at times, collectively referred to as a "Transaction." For purposes of this Agreement, Lien Release Notification, Emergency Lien Release, Print Title Request, Lien Release by State Notification, Intent to File Lien, New Title Notification are collectively referred to as a "Chargeable Transaction."

4. **COMPENSATION AND FEES.**

(a) Transaction Fees. For each Chargeable Transaction processed through the e-Lien System by Service Provider, Service Provider shall pay to EDS a transaction fee in the amount of One Dollars and No Cents ($1.00) (the "Transaction Fees").

(b) ACH: Payment of Fees. The Transaction Fees shall be paid by Service Provider via ACH to EDS simultaneously with the processing of the Chargeable Transaction.

(c) Failure to Pay; Review of Records. In the event there are insufficient funds in Service Provider's ACH account to complete the payments for one or more Chargeable Transactions and such insufficiency of funds continues for sixty (60) days, such insufficiency of funds shall constitute "Cause" under Section 12(a), and EDS shall have the right to immediately, without further cure period, terminate this Agreement upon written notice to Service Provider. EDS shall have the right to review the records of the Service Provider relating to the number and types of transactions processed through the e-Lien System. Upon request, Service Provider shall provide to EDS detailed accounting of all Services provided by Service Provider.

(d) Set Fees. Service Provider shall be entitled to charge its Clients monthly participation fees or such other fees as may be provided in its agreements with such Clients. EDS shall not set or regulate the amount of such fees.

5. STANDARD OF CARE.

(a) Handling of State of New Hampshire Information. Service Provider shall be responsible for safeguarding its equipment which provides access to the e-Lien System, and limit access to authorized users who have been properly instructed as to their duties and responsibilities. Service Provider shall implement procedures to prevent information, including any printed copy of a vehicle record, from being viewed by unauthorized persons. Service Provider shall further implement procedures to ensure that any printed copy of any information obtained from the e-Lien System shall be stored in accordance with all applicable laws and regulations and securely destroyed when its legitimate use has ended.

(b) Maintenance of Records. Service Provider shall maintain and retain records of all e-Lien System transactions (including all retrievals of information from the e-Lien System and the parties to whom such information was provided) and shall make them available for inspection and audit by EDS or the State of New Hampshire. Upon termination of this Agreement, Service Provider shall maintain such records for an additional period of seven (7) years for inspection and audit by EDS and/or the State of New Hampshire.

(c) Privacy. At all times, Service Provider's provision of Services and access to the e-Lien System shall comply in all respects to all applicable state and federal law relating to (i) the receipt, management and disclosure of State of New Hampshire data, and (ii) the use of computer information, including without limitation 18 U.S.C. §2721 (Federal Driver's Privacy Protection Act); 23 U.S.C. §401 (National Driver Register Act); 5 U.S.C. §552a (Privacy Act of 1974); 18 U.S.C. §1001 (Computer Fraud and Abuse Act of 1986); 15 U.S.C. §1681 (Fair Credit Reporting Act); 15 U.S.C. §§ 6801–6809 (Gramm-Leach-Bliley Act); and the applicable provisions of the New Hampshire Statutes including New Hampshire Driver Privacy RSA 260:14 and Title XXI- Motor Vehicle Law (https://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI.htm).

(d) Maintenance of Confidential Information. Each Party shall have access to and may be exposed to certain Confidential Information (as hereafter defined) in connection with the performance of their obligations and/or the exercise of their rights under this Agreement. Each Party agrees:

i. to treat all Confidential Information as confidential;

ii. to hold all Confidential Information in strictest confidence; and

iii. not to disclose any Confidential Information (i) to any person other than employees of Service Provider or (ii) for any purpose other than providing Services to Clients.

For purposes of this Agreement, the term "Confidential Information" mean all information provided to Service Provider by EDS, State of New Hampshire or through the e-Lien System including, without limitation, (i) information proprietary to EDS or State of New Hampshire, including product specifications, data, know how, formulae, file structure, functionality of EDS' Hub system, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned specifications and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of Arizona Revised Statutes Sections 44-401 *et. seq.*, the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et. seq.* or any other applicable Federal law; or (ii) information concerning the business and affairs of EDS, however documented, obtained or accessed by or provided to Service Provider irrespective of the form of the communication.

Confidential Information shall not include information that is generally and legitimately available in Service Provider the public domain (unless, despite the availability of the information in the public domain, Service Provider has an obligation to protect the information from improper disclosure or use).

(e) Non-discrimination. Service Provider shall not permit any discrimination against or segregation of any person or group of persons in connection with the provision of Services on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry.

(f) Required Contractual Provisions. Service Provider shall utilize its commercially reasonable best efforts to incorporate, into each of its agreements with the clients it serves, language advising such clients that a client's abuse or unauthorized use of the e-Lien System may result in the termination of such client's rights to utilize the e-Lien System.

6. **NON-EXCLUSIVE.** Service Provider acknowledges that Service Provider shall not be the sole Service Provider with regard to the e-Lien System and that EDS intends to, and freely may, enter into agreements with other Service Providers competing with, and offering identical Services as, Service Provider.

7. **INSURANCE OBLIGATIONS.**

(a) Without limiting any liabilities or any other obligation of Service Provider, continuously during the Term of this Agreement, Service Provider shall purchase and maintain, from a company or companies lawfully authorized to do business in the State of New Hampshire, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

i. Commercial General Liability, with minimum limits of $2,000,000 per occurrence, and a general aggregate minimum limit of $2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add EDS and the New Hampshire Department of Safety as Additional Insureds with reference to this Agreement. The above limits may be satisfied in combination with an Umbrella Liability Insurance policy.

ii. Workers' Compensation and Employer's Liability, providing statutory benefits imposed by applicable state or federal law such that: (1) EDS will have no liability to Service Provider, its employees or agents; and (2) Service Provider will satisfy all workers' compensation obligations imposed by state law. For purposes of worker's compensation coverage, Service Provider agrees that Service Provider, its employees and agents are not employees of EDS, and are therefore not beneficiaries of any EDS coverage.

(b) All Commercial General Liability and Workman's Compensation and Employer's Liability policies must include a waiver of subrogation in favor of EDS, by referencing and attaching the required endorsement.

(c) Certificates of Insurance acceptable to EDS shall be issued and delivered within ten (10) days of request and prior to access to the e-Lien System. The certificates shall identify this Agreement and include certified copies of the necessary endorsements naming EDS and the New Hampshire Department of Safety as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this Agreement shall also contain a provision that the coverages afforded thereunder will not be cancelled until at least forty-five (45) days prior written notice has been given to EDS. All coverages, conditions, limits and endorsements shall remain in full force and effect during the Term of this Agreement.

(d) A failure on the part of Service Provider to meet any of the above requirements shall constitute a material breach of contract, upon which EDS may immediately terminate this Agreement.

8. **LIMITED LIABILITY OF EDS.**

(a) This Agreement is expressly subordinate to any agreement between EDS and State of New Hampshire (the "Prime Agreement"). Any grant of rights or authority by EDS herein is limited to the extent of the rights and authorities granted to EDS by State of New Hampshire. To the extent any term or condition contained herein conflicts with or violates the Prime Agreement, such Prime Agreement shall govern. In the event the Prime Agreement

expires or is otherwise terminated prior to the end of the Term, this Agreement shall be deemed expired as of the end of the term of the Prime Agreement.

(b) Service Provider acknowledges and agrees that EDS provides Service Provider solely (i) access to the e-Lien System, (ii) limited verification of transaction accuracy and compliance, and (iii) certain technical support in utilizing the e-Lien System. EDS shall be liable to Service Provider solely for acts of gross negligence or willful misconduct in offering Service Provider access to the e-Lien System. Service Provider specifically disclaims all claims against EDS for lack of access to, or difficulty of accessing, the e-Lien System including, without limitation, the failure or faults of computer, communication or other media systems not arising out of EDS's gross negligence or willful misconduct.

(c) Without limiting the foregoing, EDS's total liability to Service Provider shall never exceed the net compensation paid to EDS under this Agreement.

(d) In no event shall EDS be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Service Provider and/or its Clients, affiliates, agents or employees in connection with this Agreement or the e-Lien System.

9. **INDEMNIFICATION.**

(a) To the fullest extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns for, from and against any and all claims, liabilities, obligations, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (i) a violation of any law or any negligence, gross negligence or willful misconduct by such party or its affiliates, agents or employees during performance of the Services; and/or (ii) a breach of this Agreement by such party or any of its affiliates, agents or employees.

(b) This obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

(c) Except as may be otherwise provided by applicable law or any governmental authority, a party's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of such party or any employee of such party who contributed or may be alleged to have contributed thereto.

10. **BOND.** When or where it deems such necessary in its sole and absolute discretion, EDS may require Service Provider to provide and maintain a surety bond in the amount of One Million Dollars ($1,000,000.00) to cover all claims, losses, damages, judgments, liabilities or

similar costs and expenses incurred by the EDS which arise in whole or in part out of acts or omissions of Service Provider with respect to the e-Lien System, provided however, in lieu of providing and maintaining a surety bond in the amount of One Million Dollars ($1,000,000.00), Service Provider may provide a One Million Dollars ($1,000,000.00) certificate of insurance for errors and omissions from an insurance company licensed to do business in Arizona.

11. **DEFAULT AND REMEDIES.**

(a) EDS may suspend or terminate the access privileges of Service Provider upon Service Provider's breach of, or failure to fulfill, any responsibility established pursuant to this Agreement or the rules and procedures established by EDS if such breach or failure is not cured by Service Provider within thirty (30) days following the date of written notice from EDS to Service Provider advising it of such breach or failure.

(b) If EDS determines to its own satisfaction that Service Provider has either misused or knowingly allowed the misuse of Confidential Information, EDS may, in additional to other penalties provided by law:

i. Terminate this Agreement immediately,

ii. Require the return of all files and media containing information provided by EDS, State of New Hampshire and/or the e-Lien System,

iii. Hold Service Provider responsible for any damages arising from the misuse of such Confidential Information,

iv. Make publicly available the evidence of Confidential Information misuse, and

v. Seek prosecution and remedies available to EDS.

(c) If EDS determines to its own satisfaction that a client of Service Provider is abusing or illegitimately using the e-Lien System, EDS shall have the right, but not the obligation, to terminate the offending client's access to the e-Lien System. In the event EDS exercises its right to terminate a client's access to the e-Lien System, EDS shall, as soon as reasonably practicable, notify Service Provider, in writing, of such election. EDS's failure to exercise such right to terminate a client shall not constitute a waiver of the right to do so at some later date.

(d) Unless specifically provided otherwise in this Agreement, no remedy available to any party is intended to be exclusive of any other remedy. Each and every remedy is to be cumulative and in addition to every other remedy authorized by this Agreement or available at law or in equity.

12. **TERMINATION.**

(a) Termination for Cause. Either party may terminate this Agreement for Cause (as hereafter defined). For purposes of this Agreement, the term "Cause" shall mean a

material breach of this Agreement by a party which is not cured within thirty (30) days following the breaching party's receipt of written notice of such breach from the non-breaching party. In the event such a material breach is not cured by the breaching party within the aforementioned cure period, the non-breaching party shall have the right to terminate this Agreement by providing thirty (30) days advance written notice to the breaching party.

(b) Effect of Termination. Upon the termination of this Agreement for any reason, including, without limitation, the expiration of the Term, any Renewal Term or as otherwise provided in this Agreement, EDS shall (i) immediately terminate all rights of the Service Provider to access the e-Lien System; and (ii) deliver to Service Provider an invoice representing any and all amounts due and owing to EDS by the Service Provider (the "Final Invoice"). Within thirty (30) days following Service Provider's receipt of the Final Invoice, Service Provider shall pay to EDS all amounts due under this Agreement for Services as reflected on such Final Invoice.

13. **RELATIONSHIP OF PARTIES.**

(a) This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between EDS and Service Provider and neither party shall take any action contribution to this position.

(b) Service Provider shall not use EDS's name or logo in its provision of the Services or in any of its advertisements, websites, or other publicity. Notwithstanding the foregoing, during the Term, Service Provider shall be permitted to disclose that Service Provider is an approved Service Provider of the e-Lien System.

14. **STATE OF NEW HAMPSHIRE – REQUIRED MODIFICATION OF AGREEMENT.** EDS and Service Provider agree that if changes to State of New Hampshire policies, the issuance of court orders, or changes in state or federal laws, rules or regulations require a modification to any provision of this Agreement, then either party may (i) join promptly in a modification of this Agreement to comply with such mandates or (ii) terminate the Agreement, effective immediately, but subject to the termination and other provisions of this Agreement in effect at the time of such termination.

15. **ASSIGNMENT.** Service Provider shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Services (or any right, obligation or performance of Service Provider hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any services without EDS's prior written consent, which shall not be unreasonably withheld, conditioned or delayed shall be void and of no force and effect. EDS may assign this Agreement, at any time, in its sole and absolute discretion, to EDS's nominee by giving Service Provider written notice of same, which notice shall specify the assignee and effective date of assignment.

16. **NEW HAMPSHIRE LAW TO GOVERN.** The enforcement, performance, discharge, formation of, and any other dispute arising under or related to, this Agreement shall be governed by and enforced in accordance with, the laws of the State of New Hampshire. Venue for

resolution of any case, dispute or controversy arising under this Agreement lies exclusively with a court of competent jurisdiction located in Merrimack County, New Hampshire and for this purpose each party hereby expressly and irrevocably consents to such court having sole and exclusive jurisdiction.

17. ATTORNEYS' FEES. In the event of any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, each party shall bear its own attorneys' fees.

18. AMENDMENT, MODIFICATION OR WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. The parties expressly waive any right to rely upon any rule of law that allows a party to enforce an oral modification of an agreement, even if the modification is supported by consideration. Failure on the part of any party to complain of any act or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Any waiver by any party or any default of another party shall not affect or impair any right arising from any other or subsequent default.

19. NOTICES. All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., FedEx), or (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address set forth below:

To EDS: eDealer Services, LLC
Attn: Ms. Bobbi Sparrow
3419 East University Drive
Phoenix, Arizona 85034

With a copy to: John C. Norling, Esq.
GALLAGHER & KENNEDY, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016

To Service Provider: _____
_____
_____

20. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors, assigns, receivers and beneficiaries.

21. NO THIRD-PARTY BENEFICIARY. No provision of this Agreement is intended to be for the benefit of any third party or interpreted so as to provide for or create rights in any third party.

22. **SEVERABILITY**. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent, then such provision shall be modified to the least extent necessary to make such provision valid, legal or enforceable. If such modification is not possible, such provision shall be stricken from this Agreement and the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

23. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, by facsimile, or by a scanned signature transmitted electronically, for the convenience of the parties and any such counterpart, facsimile or electronic signature shall be deemed an original. All such counterparts shall be construed as being one and the same document.

24. **TIME**. Time is of the essence of this Agreement and each provision hereof.

25. **INTEGRATION**. This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement and no representation or covenants have been made other than those contained in this Agreement.

[Signature Page Follows This Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EDS:

EDEALER SERVICES, LLC, a Nevada limited liability company

By:_____

Name:_____

Its:_____

SERVICE PROVIDER:

_____

_____

By:_____

Name:_____

Its:_____

E-LIEN LENDER AGREEMENT
(New Hampshire)

THIS E-LIEN LENDER AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 202__ (the "Effective Date"), by and between EDEALER SERVICES, LLC, a Nevada limited liability company ("EDS"), and _____, a _____ ("Lender").

RECITALS

A. The State of New Hampshire Department of Safety, Division of Motor Vehicles ("State of New Hampshire") has established a system for the recording of vehicle title information, including perfection and release of security interests, through electronic media (the "e-Lien System").

B. EDS is in the business of serving as an Electronic Lien and Title (ELT) Hub which, for purposes of this Agreement shall mean a contracted agent of the department who facilitates electronic lien and title transactions on behalf of the division of motor vehicles using systems to electronically deliver motor vehicle and title information between and among the division, the ELT hub, ELT service providers, lending institutions having an interest in a motor vehicle titled within the State, and New Hampshire licensed retail vehicle dealers.

C. Lender desires to enter into an agreement with EDS to participate in the e-Lien System as a Lender for their vehicle loan customers.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ENROLLMENT IN SYSTEM; TERM.** Lender hereby enrolls as a non-exclusive participant in the e-Lien System established by the State of New Hampshire. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue for as long as EDS maintains its agreement with State of New Hampshire as an agent for the operation and maintenance of the e-Lien System.

2. **OBLIGATIONS OF LENDER.** Lender agrees that:

(a) Provision of Services. During the Term of this Agreement, Lender shall be permitted to access the e-Lien System solely for the limited use of completing electronic lien and title transactions (collectively, "Services"). EDS or the State of New Hampshire may issue specific rules and procedures governing access to and use of the e-Lien System. Lender shall comply fully with all such rules and procedures throughout the Term of this Agreement.

(b) Acquisition and Maintenance of Compliant Equipment. Lender shall acquire and maintain, at its sole cost and expense, computer equipment and software required by EDS to access the e-Lien System.

3. AVAILABLE TRANSACTIONS. The e-Lien System shall provide for several types of transactions (the "Transactions"). The available Transactions shall consist of the following:

(a) Lien Release Notification;

(b) Emergency Lien Release;

(c) Print Title Request;

(d) Lien Release by State Notification;

(e) Intent to File Lien;

(f) New Title Notification;

(g) Owner and Lien Status Checks;

(h) Updates and Corrections to Title Confirmation & Denial of Title Record:

(i) Title Demand Notifications and

(j) Title Delete Notifications.

For purposes of this Agreement, a Lien Release Notification, Emergency Lien Release, Print Title Request, Lien Release by State Notification, Intent to File Lien, New Title Notification, Owner and Lien Status Checks, Updates and Corrections to Title Confirmation and Denial of Title Record, Title Demand Notification and Title Delete Notification are, at times, collectively referred to as a "Transaction." For purposes of this Agreement, Lien Release Notification, Emergency Lien Release, Print Title Request, Lien Release by State Notification, Intent to File Lien, New Title Notification are collectively referred to as a "Chargeable Transaction."

4. COMPENSATION AND FEES.

(a) Transaction Fees. For each Chargeable Transaction processed through the e-Lien System by Lender, Lender shall pay to EDS a transaction fee in the amount of One Dollars and No Cents ($1.00), (the "Transaction Fees".

(b) ACH: Payment of Fees. The Transaction Fees shall be paid by Lender via ACH to EDS simultaneously with the processing of the Chargeable Transaction.

(c) Failure to Pay; Review of Records. In the event there are insufficient funds in Lender's ACH account to complete the payments for one or more Chargeable Transactions and such insufficiency of funds continues for sixty (60) days, such insufficiency of funds shall constitute "Cause" under Section 12(a), and EDS shall have the right to immediately, without further cure period, terminate this Agreement upon written notice to Lender. EDS shall have the right to review the records of the Lender relating to the number and types of transactions processed through the e-Lien System. Upon request, Lender shall provide to EDS detailed accounting of all Services provided by Lender.

(d) Set Fees. Lender shall be entitled to charge its Clients monthly participation fees or such other fees as may be provided in its agreements with such Clients. EDS shall not set or regulate the amount of such fees.

5. STANDARD OF CARE.

(a) Handling of State of New Hampshire Information. Lender shall be responsible for safeguarding its equipment which provides access to the e-Lien System, and limit access to authorized users who have been properly instructed as to their duties and responsibilities. Lender shall implement procedures to prevent information, including any printed copy of a vehicle record, from being viewed by unauthorized persons. Lender shall further implement procedures to ensure that any printed copy of any information obtained from the e-Lien System shall be stored in accordance with all applicable laws and regulations and securely destroyed when its legitimate use has ended.

(b) Maintenance of Records. Lender shall maintain and retain records of all e-Lien System transactions (including all retrievals of information from the e-Lien System and the parties to whom such information was provided) and shall make them available for inspection and audit by EDS or the State of New Hampshire. Upon termination of this Agreement, Lender shall maintain such records for an additional period of seven (7) years for inspection and audit by EDS and/or the State of New Hampshire.

(c) Privacy. At all times, Lender's provision of Services and access to the e-Lien System shall comply in all respects to all applicable state and federal law relating to (i) the receipt, management and disclosure of State of New Hampshire data, and (ii) the use of computer information, including without limitation 18 U.S.C. §2721 (Federal Driver's Privacy Protection Act); 23 U.S.C. §401 (National Driver Register Act); 5 U.S.C. §552a (Privacy Act of 1974); 18 U.S.C. §1001 (Computer Fraud and Abuse Act of 1986); 15 U.S.C. §1681 (Fair Credit Reporting Act); 15 U.S.C. §§ 6801–6809 (Gramm-Leach-Bliley Act); and the applicable provisions of the New Hampshire Statutes including New Hampshire Driver Privacy RSA 260:14 and Title XXI- Motor Vehicle Law (https://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI.htm).

(d) Maintenance of Confidential Information. Each Party shall have access to and may be exposed to certain Confidential Information (as hereafter defined) in connection with the performance of their obligations and/or the exercise of their rights under this Agreement. Each Party agrees:

i. to treat all Confidential Information as confidential;

ii. to hold all Confidential Information in strictest confidence; and

iii. not to disclose any Confidential Information (i) to any person other than employees of Lender or (ii) for any purpose other than providing services to its clients.

For purposes of this Agreement, the term "Confidential Information" mean all information provided to Lender by EDS, State of New Hampshire or through the e-Lien System including, without limitation, (i) information proprietary to EDS or State of New Hampshire, including product specifications, data, know how, formulae, file structure, functionality of EDS' Hub system, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned specifications and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of Arizona Revised Statutes Sections 44-401 *et.seq.*, the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et. seq.*or or any other applicable Federal law; or (ii) information concerning the business and affairs of EDS, however documented, obtained or accessed by or provided to Lender irrespective of the form of the communication.

Confidential Information shall not include information that is generally and legitimately available in the public domain (unless, despite the availability of the information in the public domain, Lender has an obligation to protect the information from improper disclosure or use).

(e) Non-discrimination. Lender shall not permit any discrimination against or segregation of any person or group of persons in connection with the provision of Services on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry.

(f) Required Contractual Provisions. Lender shall utilize its commercially reasonable best efforts to incorporate, into each of its agreements with the clients it serves, language advising such clients that a client's abuse or unauthorized use of the e-Lien System may result in the termination of such client's rights to utilize the e-Lien System.

6. **NON-EXCLUSIVE.** Lender acknowledges that Lender shall not be the sole Lender with regard to the e-Lien System and that EDS intends to, and freely may, enter into agreements with other Lenders competing with, and offering identical Services as, Lender.

7. **INSURANCE OBLIGATIONS.**

(a) Without limiting any liabilities or any other obligation of Lender, continuously during the Term of this Agreement, Lender shall purchase and maintain, from a

company or companies lawfully authorized to do business in the State of New Hampshire, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

i. Commercial General Liability, with minimum limits of $2,000,000 per occurrence, and a general aggregate minimum limit of $2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add EDS and the New Hampshire Department of Safety as Additional Insureds with reference to this Agreement. The above limits may be satisfied in combination with an Umbrella Liability Insurance policy.

ii. Workers' Compensation and Employer's Liability, providing statutory benefits imposed by applicable state or federal law such that: (1) EDS will have no liability to Lender, its employees or agents; and (2) Lender will satisfy all workers' compensation obligations imposed by state law. For purposes of worker's compensation coverage, Lender agrees that Lender, its employees and agents are not employees of EDS, and are therefore not beneficiaries of any EDS coverage.

(b) All Commercial General Liability and Workman's Compensation and Employer's Liability policies must include a waiver of subrogation in favor of EDS, by referencing and attaching the required endorsement.

(c) Certificates of Insurance acceptable to EDS shall be issued and delivered within ten (10) days of request and prior to access to the e-Lien System. The certificates shall identify this Agreement and include certified copies of the necessary endorsements naming EDS and the New Hampshire Department of Safety as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this Agreement shall also contain a provision that the coverages afforded thereunder will not be cancelled until at least forty-five (45) days prior written notice has been given to EDS. All coverages, conditions, limits and endorsements shall remain in full force and effect during the Term of this Agreement.

(d) A failure on the part of Lender to meet any of the above requirements shall constitute a material breach of contract, upon which EDS may immediately terminate this Agreement.

8. **LIMITED LIABILITY OF EDS.**

(a) This Agreement is expressly subordinate to any agreement between EDS and State of New Hampshire (the "Prime Agreement"). Any grant of rights or authority by EDS herein is limited to the extent of the rights and authorities granted to EDS by State of New Hampshire. To the extent any term or condition contained herein conflicts with or violates the Prime Agreement, such Prime Agreement shall govern. In the event the Prime Agreement expires or is otherwise terminated prior to the end of the Term, this Agreement shall be deemed expired as of the end of the term of the Prime Agreement.

(b) Lender acknowledges and agrees that EDS provides Lender solely (i) access to the e-Lien System, (ii) limited verification of transaction accuracy and compliance, and

(iii) certain technical support in utilizing the e-Lien System. EDS shall be liable to Lender solely for acts of gross negligence or willful misconduct in offering Lender access to the e-Lien System. Lender specifically disclaims all claims against EDS for lack of access to, or difficulty of accessing, the e-Lien System including, without limitation, the failure or faults of computer, communication or other media systems not arising out of EDS's gross negligence or willful misconduct.

(c) Without limiting the foregoing, EDS's total liability to Lender shall never exceed the net compensation paid to EDS under this Agreement.

(d) In no event shall EDS be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Lender and/or its Clients, affiliates, agents or employees in connection with this Agreement or the e-Lien System.

9. **INDEMNIFICATION.**

(a) To the fullest extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns for, from and against any and all claims, liabilities, obligations, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (i) a violation of any law or any negligence, gross negligence or willful misconduct by such party or its affiliates, agents or employees during performance of the Services; and/or (ii) a breach of this Agreement by such party or any of its affiliates, agents or employees.

(b) This obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

(c) Except as may be otherwise provided by applicable law or any governmental authority, a party's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of such party or any employee of such party who contributed or may be alleged to have contributed thereto.

10. **BOND.** When or where it deems such necessary in its sole and absolute discretion, EDS may require Lender to provide and maintain a surety bond in the amount of One Million Dollars ($1,000,000.00) to cover all claims, losses, damages, judgments, liabilities or similar costs and expenses incurred by the EDS which arise in whole or in part out of acts or omissions of Lender with respect to the e-Lien System, provided however, in lieu of providing and maintaining a surety bond in the amount of One Million Dollars ($1,000,000.00), Lender may

provide a One Million Dollars ($1,000,000.00) certificate of insurance for errors and omissions from an insurance company licensed to do business in Arizona.

11. **DEFAULT AND REMEDIES.**

(a) EDS may suspend or terminate the access privileges of Lender upon Lender's breach of, or failure to fulfill, any responsibility established pursuant to this Agreement or the rules and procedures established by EDS if such breach or failure is not cured by Lender within thirty (30) days following the date of written notice from EDS to Lender advising it of such breach or failure.

(b) If EDS determines to its own satisfaction that Lender has either misused or knowingly allowed the misuse of Confidential Information, EDS may, in additional to other penalties provided by law:

i. Terminate this Agreement immediately,

ii. Require the return of all files and media containing information provided by EDS, State of New Hampshire and/or the e-Lien System,

iii. Hold Lender responsible for any damages arising from the misuse of such Confidential Information,

iv. Make publicly available the evidence of Confidential Information misuse, and

v. Seek prosecution and remedies available to EDS.

(c) If EDS determines to its own satisfaction that a Client of Lender is abusing or illegitimately using the e-Lien System, EDS shall have the right, but not the obligation, to terminate the offending Client's access to the e-Lien System. In the event EDS exercises its right to terminate a Client's access to the E-LIEN System, EDS shall, as soon as reasonably practicable, notify Lender, in writing, of such election. EDS's failure to exercise such right to terminate a Client shall not constitute a waiver of the right to do so at some later date.

(d) Unless specifically provided otherwise in this Agreement, no remedy available to any party is intended to be exclusive of any other remedy. Each and every remedy is to be cumulative and in addition to every other remedy authorized by this Agreement or available at law or in equity.

12. **TERMINATION.**

(a) Termination for Cause. Either party may terminate this Agreement for Cause (as hereafter defined). For purposes of this Agreement, the term "Cause" shall mean a material breach of this Agreement by a party which is not cured within thirty (30) days following the breaching party's receipt of written notice of such breach from the non-breaching party. In the event such a material breach is not cured by the breaching party within the aforementioned

cure period, the non-breaching party shall have the right to terminate this Agreement by providing thirty (30) days advance written notice to the breaching party.

(b) Effect of Termination. Upon the termination of this Agreement for any reason, including, without limitation, the expiration of the Term, any Renewal Term or as otherwise provided in this Agreement, EDS shall (i) immediately terminate all rights of the Lender to access the e-Lien System; and (ii) deliver to Lender an invoice representing any and all amounts due and owing to EDS by the Lender (the "Final Invoice"). Within thirty (30) days following Lender's receipt of the Final Invoice, Lender shall pay to EDS all amounts due under this Agreement for Services as reflected on such Final Invoice.

13. **RELATIONSHIP OF PARTIES.**

(a) This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between EDS and Lender and neither party shall take any action in contradiction to this position.

(b) Lender shall not use EDS's name or logo in its provision of the Services or in any of its advertisements, websites, or other publicity. Notwithstanding the foregoing, during the Term, Lender shall be permitted to disclose that Lender is an approved Lender of the e-Lien System.

14. **STATE OF NEW HAMPSHIRE – REQUIRED MODIFICATION OF AGREEMENT.** EDS and Lender agree that if changes to State of New Hampshire policies, the issuance of court orders, or changes in state or federal laws, rules or regulations require a modification to any provision of this Agreement, then either party may (i) join promptly in a modification of this Agreement to comply with such mandates or (ii) terminate the Agreement, effective immediately, but subject to the termination and other provisions of this Agreement in effect at the time of such termination.

15. **ASSIGNMENT.** Lender shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Services (or any right, obligation or performance of Lender hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any services without EDS's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, shall be void and of no force and effect. EDS may assign this Agreement, at any time, in its sole and absolute discretion, to EDS's nominee by giving Lender written notice of same, which notice shall specify the assignee and effective date of assignment.

16. **NEW HAMPSHIRE LAW TO GOVERN.** The enforcement, performance, discharge, formation of, and any other dispute arising under or related to, this Agreement shall be governed by and enforced in accordance with, the laws of the State of New Hampshire. Venue for resolution of any case, dispute or controversy arising under this Agreement lies exclusively with a court of competent jurisdiction located in Merrimack County, New Hampshire, and for this purpose each party hereby expressly and irrevocably consents to such court having sole and exclusive jurisdiction.

17. ATTORNEYS' FEES. In the event of any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, each party shall bear its own attorneys' fees.

18. AMENDMENT, MODIFICATION OR WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. The parties expressly waive any right to rely upon any rule of law that allows a party to enforce an oral modification of an agreement, even if the modification is supported by consideration. Failure on the part of any party to complain of any act or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. Any waiver by any party or any default of another party shall not affect or impair any right arising from any other or subsequent default.

19. NOTICES. All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., FedEx), or (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address set forth below:

To EDS:	eDealer Services, LLC Attn: Ms. Bobbi Sparrow 3419 East University Drive Phoenix, Arizona 85034
With a copy to:	John C. Norling, Esq. GALLAGHER & KENNEDY, P.A. 2575 East Camelback Road Phoenix, Arizona 85016
To Lender:	_____ _____ _____

20. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors, assigns, receivers and beneficiaries.

21. NO THIRD-PARTY BENEFICIARY. No provision of this Agreement is intended to be for the benefit of any third party or interpreted so as to provide for or create rights in any third party.

22. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent, then such provision shall be modified to the least extent necessary to make such provision valid, legal or enforceable. If such modification is not possible, such provision shall be stricken from this

Agreement and the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, by facsimile, or by a scanned signature transmitted electronically, for the convenience of the parties and any such counterpart, facsimile or electronic signature shall be deemed an original. All such counterparts shall be construed as being one and the same document.

24. TIME. Time is of the essence of this Agreement and each provision hereof.

25. INTEGRATION. This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement and no representation or covenants have been made other than those contained in this Agreement.

[Signature Page Follows This Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EDS:

EDEALER SERVICES, LLC, a Nevada limited liability company

By:_____

Name:_____

Its:_____

LENDER:

_____

_____

By:_____

Name:_____

Its:_____

E-CTA USER AGREEMENT
(New Hampshire)

THIS E-CTA AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 202__ (the "Effective Date"), by and between EDEALER SERVICES LLC, a Nevada limited liability company ("EDS"), and _____, a _____ ("User").

1. ENROLLMENT IN ECTA SYSTEM; TERM. User hereby enrolls as a non-exclusive participant in the system established by the State of New Hampshire Department of Safety – Division of Motor Vehicles (the "State of Hampshire")for the Electronic Certificate of Title Application ("e-CTA System") program. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue for as long as EDS maintains its agreement with State of New Hampshire as an agent for the operation and maintenance of the e-CTA System.

2. FUNCTIONS OF E-CTA SYSTEM. During the Term of this Agreement, User shall be permitted to access the e-CTA System only as required to perform the User's official, ordinary course of business duties in the capture and transfer an application for a certificate of title electronically from the User to the State of New Hampshire's system of record, MAAP. EDS may issue specific rules and procedures governing access to and use of the e-CTA System. User shall comply fully with the terms and conditions set forth in this Agreement and any and all such rules and procedures issued by EDS throughout the Term of this Agreement.

3. **RESERVED.**

4. STANDARD OF CARE.

(a) Handling of State of New Hampshire Information. User shall be responsible for safeguarding its equipment which provides access to the E-CTA System, and limit access to authorized users who have been properly instructed as to their duties and responsibilities. User shall implement procedures to prevent information, including any printed copy of a title application, from being viewed by unauthorized persons. User shall further implement procedures to ensure that any printed copy of any information obtained from the e-CTA System shall be stored in accordance with all applicable Federal, State and Local laws and regulations and securely destroyed when its legitimate use has ended.

(b) Privacy. At all times, User's access to the e-CTA System shall comply in all respects to all applicable state and federal law in performance of this Agreement. The User must comply with the New Hampshire Driver Privacy Act, RSA 260:14, and 18 U.S.C § 2721, the National Driver Register Act of 1982, 23 U.S.C. § 401 *et. seq.*, the Privacy Act of 1974, 5 U.S.C. § 552(a), and the Computer Fraud and Abuse Act of 1986, 18 U.S.C. § 1001, *et. seq.*, as they apply to all data provided by the State under this Agreement. The civil remedies of New Hampshire Driver Privacy Act, RSA 260:14 and the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725 apply to the dissemination of the data referred to in this clause by either the State of New Hampshire, EDS or User.

(c) Maintenance of Confidential Information. Each Party shall have access to (i) information proprietary to the other Party, and (ii) personal and/or Confidential Information (as hereafter defined) contained within such Party's records. Each Party agrees:

i. to treat all Confidential Information as confidential;

ii. to hold all Confidential Information in strictest confidence; and

iii. not to disclose any Confidential Information (i) to any person other than employees of such Party or (ii) for any purpose other than related to the services.

For purposes of this Agreement, the term "Confidential Information" mean all information provided to User by EDS, State of New Hampshire or through the e-CTA System including, without limitation, (i) information proprietary to EDS or State of New Hampshire, including product specifications, data, know how, formulae, file structure, functionality of EDS' e-CTA(system, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned specifications and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of Arizona Revised Statutes Sections 44-401 *et. seq.*, the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et. seq.*, or any other applicable Federal law; or (ii) information concerning the business and affairs of EDS, however documented, obtained or accessed by or provided to User irrespective of the form of the communication.

Confidential Information shall not include information that is generally and legitimately available in the public domain (unless, despite the availability of the information in the public domain, User has an obligation to protect the information from improper disclosure or use).

5. NON-EXCLUSIVE. User acknowledges that User's rights to access the e-CTA System shall be non-exclusive and that EDS is required to, and freely may, enter into agreements with other users competing with User which provide such other users with identical access to the e-CTA System.

6. LIMITED LIABILITY OF EDS.

(a) This Agreement is expressly subordinate to any agreement between EDS and the State of New Hampshire (the "Prime Agreement"). Any grant of rights or authority by EDS herein is limited to the extent of the rights and authorities granted to EDS by the State of New Hampshire. To the extent any term or condition contained herein conflicts with or violates the Prime Agreement, such Prime Agreement shall govern. In the event the Prime Agreement expires or is otherwise terminated prior to the end of the Term, this Agreement shall be deemed expired as of the end of the term of the Prime Agreement.

(b) User acknowledges and agrees that EDS provides User solely (i) access to the e-CTA System, (ii) limited verification of transaction accuracy and compliance, (iii) certain technical support in utilizing the e-CTA System, and (iv) user training and help desk support. EDS shall be liable to User only for acts of gross negligence or willful misconduct in offering User access to the e-CTA System. User specifically disclaims all claims against EDS for lack of access to, or difficulty of accessing, the e-CTA System including, without limitation, the failure or faults of computer, communication or other media systems not arising out of EDS's gross negligence or willful misconduct.

(c) Without limiting the foregoing, EDS's total liability to User shall never exceed the net compensation paid to EDS under this Agreement.

(d) In no event shall EDS be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by User and/or its customers, affiliates, agents or employees in connection with this Agreement or the e-CTA System.

7. **INDEMNIFICATION.**

(a) To the fullest extent permitted by applicable law, each Party shall indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns for, from and against any and all claims, liabilities, obligations, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (i) a violation of any law or any negligence, gross negligence or willful misconduct by the Party or its affiliates, agents or employees related to the services provided for in this Agreement; and/or (ii) a breach of this Agreement by a Party or any of its affiliates, agents or employees.

(b) This obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

(c) Except as may be otherwise provided by applicable law or any governmental authority, EDS's right to indemnification under this Section 7 shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of EDS or any employee of EDS who contributed or may be alleged to have contributed thereto.

8. **DEFAULT AND REMEDIES.**

(a) EDS may suspend or terminate the access privileges of User upon User's breach of, or failure to fulfill, any responsibility established pursuant to this Agreement or the rules and procedures established by EDS if such breach or failure is not cured by User within thirty (30) days following the date of written notice from EDS to User advising it of such breach or failure.

(b) If EDS determines to its own satisfaction that User has either misused or knowingly allowed the misuse of Confidential Information, EDS may, in additional to other penalties provided by law:

i. Terminate this Agreement immediately,

ii. Require the return of all files and media containing information provided by EDS, State of New Hampshire and/or the e-Lien System,

iii. Hold User responsible for any damages arising from the misuse of such Confidential Information,

iv. Make publicly available the evidence of Confidential Information misuse, and

v. Seek prosecution and remedies available to EDS.

(c) If EDS determines to its own satisfaction that a Client of User is abusing or illegitimately using the e-Lien System, EDS shall have the right, but not the obligation, to terminate the offending Client's access to the e-Lien System. In the event EDS exercises its right to terminate a Client's access to the E-LIEN System, EDS shall, as soon as reasonably practicable, notify User, in writing, of such election. EDS's failure to exercise such right to terminate a Client shall not constitute a waiver of the right to do so at some later date.

(d) Unless specifically provided otherwise in this Agreement, no remedy available to any party is intended to be exclusive of any other remedy. Each and every remedy is to be cumulative and in addition to every other remedy authorized by this Agreement or available at law or in equity. \

9. **TERMINATION**. Either party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other party. Upon termination of this Agreement for any reason, EDS shall (i) immediately terminate all rights of the User to access the e-CTA System; and (ii) debit the ACH Account or invoice the User for any and all amounts due and owing to EDS by the User.

10. **RELATIONSHIP OF PARTIES**.

(a) This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between EDS and User and neither party shall take any action in contradiction to this position.

(b) User shall not use EDS's name or logo in its provision of the Services or in any of its advertisements, websites, or other publicity. Notwithstanding the foregoing, during the Term, User shall be permitted to dissolve that User is an approved user of the e-Lien System.

11. **STATE-REQUIRED MODIFICATION OF AGREEMENT**. EDS and User agree that if changes to State policies, the issuance of court orders, or changes in state or federal laws, rules or regulations require a modification to any provision of this Agreement, then the parties shall join promptly in a modification of this Agreement to comply with such mandates.

12. **NOTICES**. All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., FedEx), or (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address set forth in the introductory paragraph of this Agreement.

13. **MISCELLANEOUS**. This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors, assigns, receivers and beneficiaries. User may not assign this Agreement without the prior written consent of EDS which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without EDS's prior written consent shall be void and of no force and effect. EDS may assign this Agreement, at any time, in its sole and absolute discretion, by giving User written notice of same, which notice shall specify the assignee and effective date of assignment. This Agreement shall be governed by New Hampshire law. Venue for resolution of any case, dispute or controversy arising under this Agreement lies exclusively with a court of competent jurisdiction located in Merrimack County, New Hampshire, and for this purpose each party hereby expressly and irrevocably consents to such court having sole and exclusive jurisdiction. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment,

modification or waiver. In the event of any claim, controversy or dispute arising out of or relating to this Agreement, each party shall bear its own attorneys' fees. Failure of any party to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder, nor shall such failure or delay affect or impair any right arising from any other or subsequent default. Time is of the essence of this Agreement and of each provision hereof. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent, then such provision shall be modified to the least extent necessary to make such provision valid, legal or enforceable. This Agreement may be executed in one or more counterparts, by facsimile, or by a scanned signature transmitted electronically, and any such counterpart, shall be deemed an original. No provision of this Agreement is intended to be for the benefit of any third party or interpreted so as to provide for or create rights in any third party.

[Signature Page Follows This Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EDS:

EDEALER SERVICES LLC, a Nevada limited liability company

By:_____

Print Name:_____

Its:_____

USER:

_____

_____

By:_____

Print Name:_____

Its:_____

E-CTA BUSINESS AGREEMENT
(New Hampshire)

THIS E-CTA BUSINESS AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 202___ (the "Effective Date"), by and between EDEALER SERVICES LLC, a Nevada limited liability company ("EDS"), and _____, a _____ ("User").

1. **ENROLLMENT IN ECTA SYSTEM; TERM.** User hereby enrolls as a non-exclusive participant in the system established by the State of New Hampshire Department of Safety – Division of Motor Vehicles for the Electronic Certificate of Title Application ("e-CTA") program. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall continue for as long as EDS maintains its agreement with State of New Hampshire Department of Safety – Division of Motor Vehicles (the "State of New Hampshire") as an agent for the operation and maintenance of the e-CTA System.

2. **FUNCTIONS OF E-CTA SYSTEM.** During the Term of this Agreement, User shall be permitted to access the e-CTA System only as required to perform the User's official, ordinary course of business duties in the capture and transfer an application for a certificate of title electronically from the User to the State of New Hampshire's system of record, MAAP. EDS may issue specific rules and procedures governing access to and use of the e-CTA System. User shall comply fully with the terms and conditions set forth in this Agreement and any and all such rules and procedures issued by EDS throughout the Term of this Agreement.

3. **COMPENSATION, FEES AND COSTS.** For each e-CTA Transaction processed through the E-CTA System by User, a transaction fee in the amount of One dollar ($1.00) (the "Surcharge") will be collected by EDS via ACH transfer from the User. The Surcharge will be collected at the same time as the title application fee required by the State of New Hampshire by EDS via ACH transfer (the "State Fees") as outlined in RSA 261:20. In the event State of New Hampshire collects such State Fees from EDS via ACH transfer, EDS shall have the right to collect such State Fees from User via ACH transfer on a daily basis.

4. **STANDARD OF CARE.**

(a) Handling of State of New Hampshire Information. User shall be responsible for safeguarding its equipment which provides access to the E-CTA System, and limit access to authorized users who have been properly instructed as to their duties and responsibilities. User shall implement procedures to prevent information, including any printed copy of a title application, from being viewed by unauthorized persons. User shall further implement procedures to ensure that any printed copy of any information obtained from the e-CTA System shall be stored in accordance with all applicable Federal, State and Local laws and regulations and securely destroyed when its legitimate use has ended.

(b) Privacy. At all times, Dealer's access to the e-CTA System shall comply in all respects to all applicable state and federal law in performance of this Agreement. The Dealer must comply with the New Hampshire Driver Privacy Act, RSA 260:14, the Driver's

Privacy Protection Act of 1994, 18 U.S.C § 2721, the National Driver Register Act of 1982, 23 U.S.C. § 401 *et. seq.*, the Privacy Act of 1974, 5 U.S.C. § 552(a), and the Computer Fraud and Abuse Act of 1986, 18. U.S.C. § 1001, *et. seq.*, as they apply to all data provided by the State under this Agreement. The civil remedies of New Hampshire Driver Privacy Act, RSA 260:14 and the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725 apply to the dissemination of the data referred to in this clause by either the State of New Hampshire, EDS, or User.

(c) Maintenance of Confidential Information. Each Party shall have access to (i) information proprietary to the other Party, and (ii) personal and/or Confidential Information (as hereafter defined) contained within such Party's records (collectively, "Confidential Information"). Each Party agrees:

i. to treat all Confidential Information as confidential;

ii. to hold all Confidential Information in strictest confidence; and

iii. not to disclose any Confidential Information (i) to any person other than employees of such Party or (ii) for any purpose other than related to the services.

For purposes of this Agreement, the term "Confidential Information" mean all information provided to User by EDS, State of New Hampshire or through the e-CTA System including, without limitation, (i) information proprietary to EDS or State of New Hampshire, including product specifications, data, know how, formulae, file structure, functionality of EDS' e-CTA system, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned specifications and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of Arizona Revised Statutes Sections 44-401 *et. seq.*, the Defend Trade Secrets Act, 18 U.S.C. § 1836 *et. seq.* or any other applicable Federal law; or (ii) information concerning the business and affairs of EDS, however documented, obtained or accessed by or provided to User irrespective of the form of the communication.

Confidential Information shall not include information that is generally and legitimately available in the public domain (unless, despite the availability of the information in the public domain, User has an obligation to protect the information from improper disclosure or use).

5. **NON-EXCLUSIVE.** User acknowledges that User's rights to access the e-CTA System shall be non-exclusive and that EDS is required to, and freely may, enter into agreements with other users competing with User which provide such other users with identical access to the e-CTA System.

6. **LIMITED LIABILITY OF EDS.**

(a) This Agreement is expressly subordinate to any agreement between EDS and the State of New Hampshire (the "Prime Agreement"). Any grant of rights or authority by EDS herein is limited to the extent of the rights and authorities granted to EDS by the State of New Hampshire. To the extent any term or condition contained herein conflicts with or violates the Prime Agreement, such Prime Agreement shall govern. In the event the Prime Agreement expires or is otherwise terminated prior to the end of the Term, this Agreement shall be deemed expired as of the end of the term of the Prime Agreement.

(b) User acknowledges and agrees that EDS provides User solely (i) access to the e-CTA System, (ii) limited verification of transaction accuracy and compliance, (iii) certain technical support in utilizing the e-CTA System, and (iv) user training and help desk support. EDS shall be liable to User only for acts of gross negligence or willful misconduct in offering User access to the e-CTA System. User specifically disclaims all claims against EDS for lack of access to, or difficulty of accessing, the e-CTA System including, without limitation, the failure or faults of computer, communication or other media systems not arising out of EDS's gross negligence or willful misconduct.

(c) Without limiting the foregoing, EDS's total liability to User shall never exceed the net compensation paid to EDS under this Agreement.

(d) In no event shall EDS be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by User and/or its customers, affiliates, agents or employees in connection with this Agreement or the e-CTA System.

7. **INDEMNIFICATION.**

(a)To the fullest extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns for, from and against any and all claims, liabilities, obligations, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (i) a violation of any law or any negligence, gross negligence or willful misconduct by the party providing indemnification or its affiliates, agents or employees related to the services provided for in this Agreement; and/or (ii) a breach of this Agreement by the party providing indemnification or any of its affiliates, agents or employees.

(b) This obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities

incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

(c) Except as may be otherwise provided by applicable law or any governmental authority, a party's right to indemnification under this Section 7 shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of such party or any employee of such party who contributed or may be alleged to have contributed thereto.

8. **DEFAULT AND REMEDIES.**

(a) EDS may suspend or terminate the access privileges of User upon User's breach of, or failure to fulfill, any responsibility established pursuant to this Agreement or the rules and procedures established by EDS if such breach or failure is not cured by User within thirty (30) days following the date of written notice from EDS to User advising it of such breach or failure.

(b) If EDS determines to its own satisfaction that User has either misused or knowingly allowed the misuse of Confidential Information, EDS may, in additional to other penalties provided by law:

i. Terminate this Agreement immediately,

ii. Require the return of all files and media containing information provided by EDS, State of New Hampshire and/or the e-Lien System,

iii. Hold User responsible for any damages arising from the misuse of such Confidential Information,

iv. Make publicly available the evidence of Confidential Information misuse, and

v. Seek prosecution and remedies available to EDS.

(c) If EDS determines to its own satisfaction that a Client of User is abusing or illegitimately using the e-Lien System, EDS shall have the right, but not the obligation, to terminate the offending Client's access to the e-Lien System. In the event EDS exercises its right to terminate a Client's access to the E-LIEN System, EDS shall, as soon as reasonably practicable, notify User, in writing, of such election. EDS's failure to exercise such right to terminate a Client shall not constitute a waiver of the right to do so at some later date.

(d) Unless specifically provided otherwise in this Agreement, no remedy available to any party is intended to be exclusive of any other remedy. Each and every remedy is to be cumulative and in addition to every other remedy authorized by this Agreement or available at law or in equity.

9. **TERMINATION.** Either party may terminate this Agreement at any time by providing thirty (30) days advance written notice to the other party. Upon termination of this Agreement for

any reason, EDS shall (i) immediately terminate all rights of the User to access the e-CTA System; and (ii) debit the ACH Account or invoice the User for any and all amounts due and owing to EDS by the User.

10. **RELATIONSHIP OF PARTIES.**

(a) This Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between EDS and User and neither party shall take any action in contradiction to this position.

(b) User shall not use EDS's name or ogo in its provision of the Services or in any of its advertisements, websites, or other publicity. Notwithstanding the foregoing, during the Term, User shall be permitted to disclose that User is an approved user of the e-Lien System.

11. **STATE-REQUIRED MODIFICATION OF AGREEMENT.** EDS and User agree that if changes to State policies, the issuance of court orders, or changes in state or federal laws, rules or regulations require a modification to any provision of this Agreement, then the parties shall join promptly in a modification of this Agreement to comply with such mandates.

12. **NOTICES.** All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., FedEx), or (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address set forth in the introductory paragraph of this Agreement.

13. **MISCELLANEOUS.** This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors, assigns, receivers and beneficiaries. User may not assign this Agreement without the prior written consent of EDS which shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment without EDS's prior written consent shall be void and of no force and effect. EDS may assign this Agreement, at any time, in its sole and absolute discretion, by giving User written notice of same, which notice shall specify the assignee and effective date of assignment. This Agreement shall be governed by New Hampshire law. Venue for resolution of any case, dispute or controversy arising under this Agreement lies exclusively with a court of competent jurisdiction located in Merrimack County, New Hampshire, and for this purpose each party hereby expressly and irrevocably consents to such court having sole and exclusive jurisdiction. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. In the event of any claim, controversy or dispute arising out of or relating to this Agreement, each party shall bear its own attorneys' fees. Failure of any party to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder, nor shall such failure or delay affect or impair any right arising from any other or subsequent default. Time is of the essence of this Agreement and each provision hereof. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent, then such provision shall be modified to the least extent necessary to make such provision valid, legal or enforceable. This Agreement may be executed in one or more counterparts, by facsimile, or by a

scanned signature transmitted electronically, and any such counterpart, shall be deemed an original. No provision of this Agreement is intended to be for the benefit of any third party or interpreted so as to provide for or create rights in any third party.

14. E-CTA ADMIN ACCESS. User will be required to have at least one (1) Admin User assigned in the e-CTA application. This user(s) will be required to maintain all company users in the system including adding new users, deactivating users within twenty-four (24) hours of last day of employment, reactivating users that have been deactivated after sixty (60) days of no activity/login and keeping all user information up to date. The State of New Hampshire reserves final approval of all accounts added to the system. Users shall conduct a semi-annual audit of all accounts in the system to remove inactive users and users who are no longer associated with their respective organizations.

Dealer hereby authorizes the following individuals as Admin User(s) for the New Hampshire e-CTA system:

Name	Email	Phone

[Signature Page Follows This Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

EDS:

EDEALER SERVICES LLC, a Nevada limited liability company

By:_____

Print Name:_____

Its:_____

USER:

_____

_____

By:_____

Print Name:_____

Its:_____

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EDEALER SERVICES LLC is a Nevada Limited Liability Company registered to transact business in New Hampshire on February 28, 2025. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **985816**

Certificate Number: **0007173112**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2025.

David M. Scanlan

Secretary of State

VENDOR REQUIRED CONTRACT/AMENDMENT DOCUMENTS

Certificate of Authority # 3 LLC (updated 11_06_2020)

(Limited partnership, Limited liability professional partnership or LLC)

Limited Partnership or LLC Certification of Authority

I, Bobbi Sparrow, hereby certify that I am a Partner, Member or Manager
(Name of person signing the contract)
of eDealer Services, LLC, a limited liability partnership under RSA 304-B,
(Name of Partnership or LLC)
a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

****

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: 5-2-25

ATTEST: Greg Gadpou MANAGER
(Name & Title)

(Note: the contract signatory cannot certify their own authority unless they are the sole member of the business entity. If they are the sole member then they must state that they are the sole member)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovitt & Touché A Marsh and McLennan Agency, LLC
8605 E. Raintree Drive, Suite 200
Scottsdale AZ 85260

CONTACT NAME: Ann Russell
PHONE (A/C, No, Ext): 602-956-1431 FAX (A/C, No):
E-MAIL ADDRESS: ann.russell@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
eDealer Services LLC
3419 E. University Drive
Phoenix AZ 85034

AZAUT-2

COVERAGES CERTIFICATE NUMBER: 2066830246 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EPP0316933	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	EPP0316933	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	EPP0316933	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The above-indicated Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability and Automobile Liability when required in a written and executed contract. Such coverage afforded by these policies (or update as applicable) for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.
30 Days Notice of Cancellation applies for material reduction in coverage, non-renewal or cancellation; 10 days notice for non-payment.

Electronic Title Solution: DOS 2024-001

CERTIFICATE HOLDER

State of NH - Department of Safety
ATTN: Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patricia F Cadin

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Jessica Gerlock	
Capital West		PHONE (A/C, No, Ext): (480) 838-8000	FAX (A/C, No):
8501 N Scottsdale Rd, Ste 200		E-MAIL ADDRESS: jessica@capitalwestins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Scottsdale	AZ 85253	INSURER A: The Continental Insurance Company	35289
INSURED		INSURER B:	
ARIZONA AUTO DEALERS ASSOCIATION		INSURER C:	
3419 E UNIVERSITY DR		INSURER D:	
		INSURER E:	
PHOENIX	AZ 85034-7211	INSURER F:	

COVERAGES — CERTIFICATE NUMBER: CL24121995663 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY — ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) — If yes, describe under DESCRIPTION OF OPERATIONS below — Y/N: Y	N/A	Y	WC 6 50563833	01/01/2025	01/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies in favor of the certificate holder per written contract on workers compensation per form WC 0003 13 04-1984.
Electronic Title Solution: DOS 2024-001.

CERTIFICATE HOLDER

State of NH - Department of Safety ATTN: Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jessica Gerlock

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