Instructions for South Carolina ELT Application

for ComSoft/MonyMaker DMS Customers

Please use the attached form to set up your ELT access for South Carolina through Auto Data Direct, Inc.

In order to record liens on vehicles, vessels or mobile homes titled in South Carolina, you will need to have a participant ID number issued by an authorized vendor such as Auto Data Direct, Inc.

ADD Account
In order to access your SC electronic lien titles through Auto Data Direct, Inc., you will need to have an ADD account. Customers with existing ADD accounts can add ELT access at no additional sign-up cost. Simply complete the required form, sign, and mail it to ADD.

New users will need to create an ADD account. Go to www.add123.com/sign-up and follow instructions to create an account, or simply call the toll-free Customer Support line, (866) 923-3123, for help completing the process.

Complete the SC ELT Application
Please complete and sign the application for ELT service in South Carolina through Auto Data Direct, Inc., and submit the completed application to ADD by mail:

AutoDataDirect, Inc.
1830 East Park Ave, Suite 1
Tallahassee, FL 32301

Please make sure you use the form-fillable PDF attached or print the form and type the information on the printed document. Fill in the requested information, print out the form, sign the paper copy and fax, email or mail the completed form to ADD. If your company name is different from your Lienholder Name, let ADD know under which account to file your SC ELT number.

Thank you for choosing Auto Data Direct, Inc. If we may assist you with account set up or with any of our other services, please do not hesitate to contact us by email at info@add123.com or by telephone at 1-866-923-3123.

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

**ELECTRONIC LIEN AND TITLE PROGRAM
LENDER OR BUSINESS PARTNER CONTRACT**

This Contract is between the South Carolina Department of Motor Vehicles, hereinafter referred to as the DMV, and _____, the Lender or Business Partner (also "User"). This contractual period will begin on the date it has been signed by both parties and shall remain in effect until termination by either party.

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

WHEREAS, to facilitate this ELT program, the User will or may have entered into an agreement with the an approved Service Provider to enable the Participating User to provide ELT services; and,

WHEREAS, the DMV established the ELT Business Rules and Program Standards for the operation of the ELT program, which includes all relevant rules, regulations and procedures established by the DMV; and,

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

1. RESPONSIBILITIES OF THE USER

The User shall abide by the ELT Business Rules and Program Standards and more specifically agrees:
   A. To enter into an agreement with a DMV approved service provider if not establishing their own proprietary computerized interface.
   B. To attend, and have all Authorized Individual Users attend the required Provider training for ELT.
   C. To bear all costs for participation in the program such as costs incurred for computer hardware, labor, electronic interface system changes, and transaction processing.
   D. To contact the DMV's Information Technology Office, herein referred to as ITO, at 803.896.0579 immediately upon discovering that the DMV has sent to the User by electronic or any other means ELT data or records intended to be sent to another entity. Notwithstanding any other time limits set forth herein, the DMV may terminate this agreement by written notice to the User for failure to immediately report such error to the DMV, such notice to be effective 5 (five) days after mailing or upon facsimile (FAX) transmission by the DMV.
   E. To obtain written permission from each registered owner prior to submitting a change of address to the DMV and further agrees that each submission of a change of address shall be deemed the User's certification that written permission was obtained in accordance with this provision.
   F. To assume full responsibility for the accuracy of electronic lien satisfaction submitted to the DMV, and hold the DMV harmless for any damage or loss, if any, from issuing a title based upon such electronic lien satisfaction. Certificate of Title fees will be required when an electronic lien and title is established and, in some cases, when the title record is modified or corrected.

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

The User may use the electronic mailbox or web transaction to complete the following transactions:

a.   Lien Notification from the DMV to lienholder;
b.   Lien Release Due to Error;
c.   Change Owner Address by Lienholder;
d.   Release Lien with 'Mail to' Address;
e.   Request Printed Title;
f.   Expedite electronic lien release.

The User will pay to DMV an additional $2.50 fee associated with transmittal and receipt of the lien and title data. The aforementioned fee must be paid to DMV via ACH. The User is responsible for submitting payment to the Provider whom will submit payment to DMV via ACH. DMV transactions that may result in a lien confirmation message include electronic lien recording, conversions of paper titles to ELT and title corrections (subsequent lien notifications transmitted). Additional information regarding fees and transaction descriptions are contained in the ELT Program Standards. As a preferred business practice, a Lender will be required to release all electronic liens using the ELT computerized interface. However, should technical issues arise preventing such process, then DMV will agree to make provisions for release of lien by receipt of written notice of lien satisfaction from the User.

Access to and use of DMV data by any User shall be solely for fulfilling the purposes of this Contract and the completion of ELT transactions.

2. AGREEMENT OF THE DMV

DMV agrees to make available to Service Provider and User's direct on-line access to DMV data as required to execute ELT transactions at an agreed upon cost. DMV warrants that it has all necessary statutory authority to grant such access and to allow for the provision of ELT in the State of South Carolina. For the purposes of this Contract, "DMV data" means vehicle registration, vehicle title, and customer identity records of the DMV maintained in the SCDMV database and data storage systems.

3. AUTHORIZED USERS

The User shall limit network access to those individual employees who have been designated as authorized users and who have executed training with any Provider on DMV expectations of Duty of Non-Disclosure and Due Diligence.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

The DMV shall not be responsible for any error or transmission of inaccurate information by the User or any Provider of the User resulting in erroneous release or satisfaction of lien by the DMV or by the motor vehicle authority of any other jurisdiction; nor shall DMV be responsible for any charges (transaction fees) due to inaccurate information by the User or any Provider of the User.

The User shall indemnify the DMV for and against any and all claims, losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or in part out of the acts or omissions of the User with respect to or as a result of the User's or its agents', employees' or representatives' failure to

abide by the terms of this Contract, including ELT Business Rules and Program Standards, or failure to comply with the applicable privacy laws set forth in 4., 5. and 6. below, including, without limitation, reasonable attorneys' fees and all other costs of defending any such action or claim, unless a court with jurisdiction determines that DMV or its employees, agents or representatives are at fault for the violation of law or this Contract. The User shall be liable for and shall indemnify and hold harmless the DMV for any misuse or misappropriation of any vehicle record or related information obtained from the DMV in connection with this Contract. Further, the User shall be liable for failure to safeguard and limit access to DMV data as required herein or for any damages resulting from the acts or omissions of the User or its personnel relating to the processing of ELT services.

5. INFORMATION ACCESS

The DMV shall allow the User only such access to DMV data as necessary to provide services associated with the ELT program. Such access is limited to that information needed by the User in the conduct of its business as a SCDMV ELT User.

The User shall not sell impart, or disclose to any person, firm or corporation any information obtained from DMV data or records, including listings of individuals, for any reason. Information obtained through such access is subject to the restrictions upon use and dissemination imposed by the S. C. Freedom of Information Act in *S.C. Code Ann.* §§ 30-4-10, *et seq.*, the Family Privacy Protection Act of 2002, §§30-2-10, *et seq.*, the provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C. §§2721 *et seq.*, and any SCDMV Policy on access to records or any successor laws or regulations adopted by the State of South Carolina or SCDMV with regard to disclosure or dissemination of any information obtained from SCDMV records or files. By signing this Contract, the User warrants that the signatory and all Authorized Individual Users are familiar with and shall abide by all provisions of the laws set forth in this paragraph. The User shall keep a record for a period of five years of person(s) to whom the information was re-disclosed and the purpose for which the information was to be used. The User shall make records available to the DMV upon request.

6. CONFIDENTIALITY AND SECURITY

The User shall be responsible for safeguarding the automated equipment, which provides access to the ELT network and limit access to those persons who are individual Authorized Users of the network and who have been properly instructed as to their duties and responsibilities as individual Authorized Users under this Contract.

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

This Contract is subject to the Driver Privacy Protection Act, 18 U.S.C. § 2721 *et seq.*, and *S. C. Code Ann.* §§ 30-4-160 and -165 and certifies that all personal information and vehicle information which is considered privileged and confidential under state and federal law and is contained in any title information forwarded to the User under this agreement will not be released by the User to any individual or other legal entity who would not otherwise have access to such information. Any release of information by the User to any unauthorized individual or other legal entity will result in the DMV

terminating this agreement and the User will hold the DMV harmless for any resulting damage or loss. Notwithstanding any other time limits herein, the DMV may terminate this agreement for such unauthorized use or disclosure by written notice to the User, such notice to be effective upon facsimile (FAX) transmission to the User or five (5) days from the date of mailing of such notice.

If the User has any reason to believe that DMV data may have been accessed, disclosed, acquired without proper authorization or that DMV data has been in any way compromised, the User will alert the DMV immediately via written communication.

User agrees to provide and document security awareness training for all employees/personnel with access to SCDMV data. As a minimum this training must emphasize the importance of protecting customer private information to include personally identifiable information (PII) against unauthorized disclosure**.** Training must also stress protecting passphrases and accounts providing access to the SCDMV data. Emphasis will be placed upon the use of strong, passphrases containing a combination of at least fifteen characters including upper and lower case letters, at least one special character and at least one number. Emphasis must be placed upon not sharing passphrases.

7. NOTICE

Any notice given pursuant to this Contract must be in writing. Notice is determined by the earlier of the time notice is actually received by the addressee or five business days after the mailing of the notice to the DMV Director or User at the address of the respective signatory.

8. CHOICE OF LAW

This Contract was made and entered in and pursuant to the laws of the State of South Carolina.

The laws of South Carolina shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties thereunder. In the event of litigation involving this Contract, User will not object to jurisdiction and venue in the Court of Common Pleas or Richland County or the U. S. District Court for the District of South Carolina, Columbia Division.

9. TERMINATION

This Contract is subject to the right of either party to terminate the agreement at any time without cause by giving the other party at least thirty calendar days prior written notice of such termination at the addresses specified below. Notice is effective from the date sent by facsimile (FAX) transmission or, if served by mail, five days from the date of mailing.

If the DMV decides to terminate the ELT concept, all ELT records of ownership shall have a paper title produced and delivered or mailed to the User without cost.

If the User decides to terminate its participation in this process or if the DMV terminates this agreement for cause and paper titles are requested, the DMV will print, deliver or mail such titles to the User. If DMV should terminate this agreement for any cause and paper titles are requested, the DMV will print and mail such titles to the User without cost. If the User terminates its participation in this process, such termination may limit or cease ability to the User to conduct transactions with the DMV User must request paper titles and pay postage cost to receive the printed title.

If the User sells or otherwise transfers ELT Titles to another financial institution, the transaction must comply with the provisions of *S.C. Code Ann.* Title 56, Chapter 19. Said transfer must be submitted to DMV on the proper forms and be accompanied by all required fees.

The DMV will immediately suspend or terminate the access privileges of the User without a hearing upon the User's breach of, or failure to fulfill any responsibility established pursuant to this Contract, or ELT Business Rules and Program Standards.

If DMV determines to its own satisfaction that the User has either misused or knowingly allowed the misuse of the information, the DMV may, in addition to other penalties provided by law:

a. Terminate this agreement immediately,
b. Require the return of all files and media containing information provided by the DMV,
c. Hold the User responsible for any damages arising from the misuse of the information,
d. Make publicly available the evidence of information misuse, and
e. Prosecute or seek remedies made available to the DMV by statute or regulation.

This Contract is subject to change due to the issuance of court orders, or changes in State and/or Federal laws, rules, and regulations governing access and use of personal information. If court orders are issued or if the laws, rules, or regulations change such that the terms of this Contract cannot be fulfilled, the Contract will be automatically and immediately terminated and the User will forward all unpaid fees due and owed to the DMV in the manner prescribed for payment transaction as provided in the executed Agreement between the User and the Provider.

If this Contract between the DMV and User is suspended or terminated, the User participation in the ELT program will be correspondingly terminated.

10. MODIFICATION OF THIS CONTRACT

This Contract is subject to restrictions, limitations or conditions enacted by the South Carolina Legislature, which may affect any or all terms or provisions of this contract in any manner. User agrees that upon written notice from the DMV of any such restrictions, limitations or conditions as may be enacted by the South Carolina Legislature, that notification will constitute a modification or amendment to this agreement until such time as they are put in writing and duly executed by each party's authorized official as required herein. The DMV will advise the User of any such actions taken by the South Carolina Legislature as soon as possible, but lack of notification by the DMV does not negate the legal requirement to comply with all applicable provisions of law. The User may immediately terminate this agreement if it decides not to comply with the modifications or amendments to this agreement. However, such termination may limit the ability of the User to conduct transactions with the DMV. Except as stated in this paragraph, no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party.

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

This Contract is not assignable by the User, either in whole or in part, without the written consent of the DMV.

Lender/Business Partner Name _____ Account #_____

11. MISCELLANEOUS

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

For notice purposes under this contract, the notice address for the User is:

Lender/Business Partner: _____

Attention: _____

Address: _____

_____

Telephone: _____

The notice address of the DMV is:

South Carolina Department of Motor Vehicles
Attention: Executive Director
Post Office Box 1498
Blythewood, South Carolina 29016
Telephone: 803.896.8924
Facsimile: 803.896.8926

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

LENDER/BUSINESS PARTNER

_____
Lender/Business Partner Name

_____
Authorized Representative (*print name and title)*

_____
Authorized Representative (*signature*)

_____
Date

_____
Taxpayer Identification Number or Federal Employee Identification Number

DEPARTMENT OF MOTOR VEHICLES

_____
Director of Administration

_____
Date

South Carolina Department of Motor Vehicles
ELT Lienholder Application

ELT-1
(Rev. 2/08)

1. LIENHOLDER INFORMATION   Date submitted to the DMV (MM-DD-YY)   ___ - ___ - _____

Target Program Start Date   ___ - ___ - _____

Lienholder Name _____

President/CEO _____

Contact Name _____   Contact's Title _____

E-Mail Address _____

Fax # (___) ___ - _____   Telephone # (___) ___ - _____

Legal Business Name _____

FEIN _____

Approximate number of liens established per week _____

2. PHYSICAL ADDRESS

Street _____   Suite # _____

City _____   State _____   Zip _____

Country _____

3. SPECIAL MAILING ADDRESS   (If the business mailing address is different from the physical address)

Street _____   Suite # _____

City _____   State _____   Zip _____

Country _____

4. ELT SERVICE PROVIDER INFORMATION (If your organization uses an ELT Service Provider)

Name of Provider _____

Street _____   Suite # _____

City _____   State _____   Zip _____

Country _____

5. PROVIDE A LIST OF ADDITIONAL LIENHOLDER NAMES (Other than the legal name) **USED ON TITLES**

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

6. PROVIDE THE SC DMV CUSTOMER NUMBER TO BE USED AS THE ELT LIENHOLDER, IF DESIRED. OTHERWISE, DMV WILL ASSIGN THE ELT CUSTOMER NUMBER.

ELT Customer Number _____

Information must be legible and may be submitted electronically or via fax.

<u>REMOTE ACCESS SOFTWARE LICENSE AGREEMENT</u>

      This Remote Access Software License Agreement hereinafter (the "Agreement") is entered into by and between Decision Dynamics, Inc., ("Decision Dynamics") and _____(Licensee), located at _____effective as of this _____ day of _____ 20___ (the "Effective Date"). In this Agreement, Decision Dynamics and Licensee sometimes shall be referred to individually as a "Party" and collectively as the "Parties."

      WHEREAS, Decision Dynamics has developed the Premier eTitleLien ™ proprietary software, which may include such updates, upgrades, new releases, modifications, error corrections, custom programming or custom interfaces, all as is made available pursuant to this Agreement (collectively the "Software"), and

      WHEREAS, Licensee desires to utilize the Software according to the terms as set forth in this Agreement to facilitate the transmission of electronic lien and title information between Licensee and the government entities where Decision Dynamics is authorized to provide electronic lien and title services; and

      WHEREAS, Licensee shall make payments pursuant to this agreement to Decision Dynamics' authorized reseller, Auto Data Direct, Inc.(the "Authorized Reseller")

      NOW THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.   <u>**Recitals**</u>

The above-referenced recitals are hereby incorporated into this Agreement as stated above.

2.   <u>**License**</u>

      Decision Dynamics hereby grants Licensee a non-exclusive, non-transferable right to use the Software by remote access in accordance with this Agreement for the period beginning on the Effective Date and ending on the date of the termination of this Agreement. Licensee shall be allowed to use the Software only according to the then current written instructions and materials regarding the Software which Decision Dynamics may provide or make available to Licensee from time to time provided that any change in the written instructions and materials shall not reflect a material modification to the core functions of the Software (the "Documentation"). The rights granted pursuant to this Agreement are subject to the following limitations and obligations:

A.   Licensee shall have access to the Software only in object code format;

B.   the Software only shall be installed on a computer located at Decision Dynamics' facility or data center;

C.   Licensee may use the Software only for its own internal purposes. Licensee shall not use the Software to perform any data or information processing services for any third party in return for a fee or other pecuniary benefit of any kind;

D.   except as otherwise specifically set forth in this Agreement, Licensee shall not re-license, sublicense, or otherwise transfer or distribute to any person or entity, any part of the Software, or any right, title or interest therein of any kind;

E.   upon termination of this Agreement, Licensee immediately shall cease use of the Software and destroy or return to Decision Dynamics all user manuals, information or other Documentation provided by Decision Dynamics to Licensee;

F.   Licensee acknowledges that it obtains no right, title or interest in any Decision Dynamics copyright, trademark, patent or other proprietary right relating to the Software and agrees not to remove, alter, cover, or obscure any copyright, trademark, patent or other proprietary rights notice on the Software;

G.   Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to identify or create any derivative works from the Software. To the extent any such derivative works are created, then such works shall constitute work for hire and the title shall vest thereto in Decision Dynamics. All Software shall remain the sole property of Decision Dynamics and Licensee shall be entitled only to those rights specifically granted hereunder;

H.   Licensee shall use the Software only for lawful purposes and in compliance with all applicable laws and regulations;

I.   Licensee shall obtain all necessary permission from its customers or any other person or entity to transmit any information to Decision Dynamics or any applicable government entity;

J.   Licensee shall be solely responsible for any connection from Licensee's system to Decision Dynamics, including any telephone or other third party fees and charges. Licensee is responsible for providing any equipment necessary to maintain the connection to Decision Dynamics and for the operation and security of such connection;

K.   From time to time, Licensee's access to the Software may be prevented or impaired by connection problems, power outages, web outages, hardware problems or other problems. Further, the Software shall not be available at any time in which Decision Dynamics is performing maintenance or repairs or is experiencing technical problems; and

L.   Licensee shall be solely responsible for securing liens on titles in the manner required by the government entity.

3.   Services

Licensee acknowledges and agrees that Decision Dynamics shall not be providing telephone, email or other support services regarding Licensee's use of the Software and that Licensee must make separate arrangements with the Authorized Reseller for the provision of any such services. Decision Dynamics shall provide Licensee with error corrections so as to correct any reproducible non-conformity of the Software to operate in substantial accordance with the then current printed Documentation.

4. **Licensee Responsibilities**

Except as specifically set forth herein, Licensee shall be responsible for the operation and use of the Software. Licensee shall provide all hardware, operating software and Internet connectivity necessary to maintain a connection to Decision Dynamics and for operation of the Software. Licensee further is solely responsible for each of the following:

A. the suitability of the Software for Licensee's intended use;

B. the use and operation of the Software in accordance with the Documentation and other written Decision Dynamics' specifications;

C. the Software's operational results;

D. all data input into any Software;

E. the use of the Software in compliance with applicable laws and regulations;

F. obtaining any necessary consents and otherwise complying with all applicable laws and regulations regarding any information transmitted to Decision Dynamics or the applicable government entity; and

G. Any security breaches related to Licensee's transmission of any data.

5. **Charges and Payment**

As payment for the licenses granted hereunder, Licensee shall pay to the Authorized Reseller such amounts as are agreed to between Licensee and the Authorized Reseller.

6. **Term and Termination**

This Agreement shall commence on the Effective Date and continue until terminated. Either Party may terminate this Agreement by providing thirty (30) days notice of termination to the other Party. Decision Dynamics may terminate this Agreement immediately by providing thirty (30) days notice of termination to Licensee upon Licensee's breach of any provision of Section 2.

7. **DISCLAIMER OF WARRANTIES**

ALL SOFTWARE AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DECISION DYNAMICS EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, DATA INTEGRITY, ABSENCE OF ANOMALIES OR NONCONFORMITIES, ERROR-FREE OPERATION OR UNINTERRUPTED SERVICE.

8. LIMITATION OF DAMAGES

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, LICENSEE'S EXCLUSIVE REMEDY IN RESPECT OR RELATED IN ANY WAY TO ANY SOFTWARE OR SERVICES PROVIDED HEREIN SHALL BE FOR DECISION DYNAMICS TO REPAIR OR CORRECT THE NONCONFORMITY WITHIN A REASONABLE TIME.

IF NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, LICENSEE IS ENTITLED TO DAMAGES IN RESPECT TO ANY CLAIM ARISING UNDER THIS AGREEMENT, THE TOTAL AMOUNT OF SUCH DAMAGES SHALL BE LIMITED TO THE AMOUNT WHICH LICENSEE HAS PAID TO THE AUTHORIZED RESELLER PURSUANT TO THIS AGREEMENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DECISION DYNAMICS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OR DAMAGES FOR LOST PROFITS. THE PARTIES AGREE THAT THE PROVISIONS OF SECTIONS 7 AND 8 ARE A FAIR AND REASONABLE ALLOCATION OF RISK AND THAT DECISION DYNAMICS IS UNWILLING TO PROCEED WITH THIS TRANSACTION WITHOUT SUCH PROVISIONS.

9. Indemnification

Licensee agrees to indemnify, defend and hold harmless Decision Dynamics and its shareholders, directors, officers, employees, agents and other representatives from and against any claims, demands, damages, losses, judgments, awards, attorneys fees, expenses or other liabilities of whatsoever nature arising, directly or indirectly, out of any Licensee's breach of any obligation under this Agreement, Licensee's use of the Software or Licensee's failure to obtain any consent required for the use of any information or data.

10. Confidentiality

Licensee agrees that all Software, Documentation, passwords, identifiers, access or security codes or any other materials of whatsoever nature which Decision Dynamics provides or provides Licensee access to ("Confidential Information") shall be deemed confidential and shall not be disclosed to any other person or entity. Licensee shall take such actions to preserve and protect the Confidential Information which, at a minimum, are equal to those actions taken by Licensee to preserve and protect their most valuable trade secrets or other proprietary or confidential information. Licensee shall be solely responsible for any unauthorized access or use of the Software caused on the part of any person or entity which gains Licensee's passwords, identifiers, access or security codes or otherwise gains access to the Software. The terms of this Agreement also shall be considered Confidential Information. Notwithstanding the above, any obligation of confidentiality shall not apply to any information which:

  A. was lawfully or rightfully in the Party's possession at the time of the disclosure, or

  B. was lawfully and rightfully acquired by the Party through proper means and through no breach of confidentiality, or

  C. is part of the public domain by publication or otherwise.

11. **Governing Law**

This Agreement shall be governed and construed according to the laws of the State of South Carolina.

12. **Force Majeure**

Force Majeure is any cause or circumstance beyond the Party's control such as, but not limited to, acts of God, changes in government regulations, acts of governmental bodies or their employees or agents, weather, strikes, lockouts, boycotts and inability to secure labor or any materials, fire, transportation delays, unavoidable casualties, et cetera. All periods of time specified for performance of any obligation in this Agreement by either Party shall be subject to an extension for a period of time equal to the delay caused by Force Majeure provided that any obligation of payment hereunder shall not be extended because of Force Majeure.

13. **Notices**

Notices, requests, demands or other communications directed to a Party shall be in writing and shall be personally delivered or sent by certified, return receipt requested, registered mail, postage prepaid or via nationally recognized overnight delivery service to the following addresses:

Licensee:

_____

_____

_____

_____

Decision Dynamics:
Ann Y. Gunning
Decision Dynamics
Post Office Box 2078
Lexington, South Carolina 29071

14. **Waivers**

The failure of either Party to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any rights or remedies of such Party in respect to any other provision or in respect of any subsequent breach or default under such term or condition.

15. **Effect of Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

16.   **Assignment**

Neither Party may assign this Agreement without the express written consent of the other Party, which shall not be unreasonably withheld, provided however, either Party may assign this Agreement without the consent of the other Party to any party which is the successor by way of purchase, merger or other acquisition of all or substantially all of the Party's stock, ownership interests or assets.

17.   **Amendments**

This Agreement shall not be modified, altered or amended except by written amendment executed by all Parties.

18.   **Relationship with the Parties**

The Parties agree that in the performance of this Agreement, Decision Dynamics is acting as an independent contractor and is not a partner, joint venturer, employee or agent of any other Party.

19.   **Survival**

The following provisions shall survive expiration or termination of this Agreement: 7, 8, 9, 10, 11, 12, , 14, 15, 16, 17, 18 and 19.

IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED AS OF THE EFFECTIVE DATE.

Decision Dynamics, Inc.

By:_____

    Ann Y. Gunning

Title:_ Chief Information Officer

Integrator

Name: AutoData Direct

By:_____

    Signature

_____

Print Name

Licensee

By:_____

    Signature

_____

Print Name

Title:_____

Email:_____

Federal Employer Identification Number (EIN) _____