

**AGREEMENT BY AND BETWEEN THE
GEORGIA DEPARTMENT OF REVENUE
AND THE
GEORGIA AUTOMOBILE DEALERS ASSOCIATION
FOR
TEMPORARY OPERATING PERMIT PROCESSING AND PRINTING**

This agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____ 20____, by and between the Georgia Department of Revenue (hereinafter referred to as the "Department"), an agency of the State of Georgia, whose address for purposes of this Agreement is 1800 Century Blvd., Suite 15300, Atlanta, GA 30345-3205 and GADA Services, Inc., a wholly owned subsidiary of the Georgia Automobile Dealers Association (hereinafter referred to as "GADA"), a non-profit organization, individually and as agent for certain dealers (as delineated herein) now and in the future, whose address for purposes of this Agreement is 2060 Powers Ferry Rd., SE, Atlanta, GA 30339 (the Department and GADA are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

1. Background and Objectives

WHEREAS, pursuant to O.C.G.A. § 40-2-130 and O.C.G.A. § 40-3-23, the Department is obligated to maintain certain information regarding motor vehicles that are registered and titled in the State of Georgia; and

WHEREAS, O.C.G.A. § 40-2-130 and O.C.G.A. § 40-3-23 provide that motor vehicle registration and title records may be disclosed under the federal Driver's Privacy Protection Act of 1994 (hereinafter referred to as "DPPA"), 18 U.S.C. §§ 2721-2725 et seq., or by certain statutorily designated users; and

WHEREAS, pursuant to O.C.G.A. § 40-2-130 and O.C.G.A. § 40-3-23, the Department is authorized to enter into agreements, whereby the Department provides certain information from the motor vehicle registration and title records (hereinafter referred to as "Records") for Permitted Uses (as defined herein); and

WHEREAS, O.C.G.A. § 40-2-8 requires registered Georgia automobile dealers to issue a Temporary Operating Permit (hereinafter referred to as "TOP") upon transfer of an automobile in a form prescribed by the Department. The Department acknowledges that dealers shall issue each TOP via a system that allows the dealer to process and print at the point of sale of a motor vehicle within the State of Georgia; and

WHEREAS, the Department recognizes that registered Georgia automobile dealers may also offer Electronic Title and Registration (hereinafter referred to as "ETR") processing at the point of sale of a motor vehicle within the State of Georgia; and

WHEREAS, the Department desires to have real-time updates related to TOP and ETR processing entered into the Georgia Registration and Titling Information System (hereinafter referred to "GRATIS") upon the sale of a motor vehicle within the State of Georgia; and

WHEREAS, GADA represents certain registered franchised Georgia automobile dealers (hereinafter referred to as "Members") and there are other registered franchised Georgia automobile dealers who are not members of GADA (hereinafter referred to as "Non-Members"); and

WHEREAS, GADA shall offer all services contemplated under this Agreement to both Members and Non-Members, subject to the limitations herein, and both Members and Non-Members may contract with GADA for TOP processing and printing services and/or ETR processing services (hereinafter referred to as "Participants"); and

WHEREAS, a TOP transaction occurs every time GADA or a Participant utilizes the Web Service (as defined herein) to initiate TOP tag processing and printing (hereinafter referred to as a "Transaction"); and

WHEREAS, GADA will serve as agent and attorney-in-fact for Participants now and in the future as delineated herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

2. Basic Agreement

- A. The Department and GADA hereby establish a vendor relationship by which GADA shall contract with Participants to offer TOP processing and printing services at the point of sale for a motor vehicle.
- B. The Department shall provide a web application for GADA to record TOP information in GRATIS (hereinafter referred to as the "Web Service").
- C. GADA shall develop a web application capable of utilizing the Web Service (hereinafter referred to as the "Web Interface") for Participants.

- D. Members and Non-Members shall have the option to participate or decline participation in TOP processing and printing.
- E. GADA shall apply this Agreement equally to all Members who are Participants, and shall not make any differentiation amongst Members who are Participants. GADA shall apply this Agreement equally to all Non-Members who are Participants, and shall not make any differentiation amongst Non-Members who are Participants. Notwithstanding these provisions, GADA may determine any applicable differentiations between Member and Non-Member Participants.
- F. If GADA utilizes a third party vendor to assist in developing a TOP processing application on its behalf, the TOP application shall have no indicia of the third party vendor and shall be branded as a service offered by GADA. GADA shall require by contract that the third party vendor keep confidential its development of the TOP application on behalf of GADA. In the event the third party vendor engaged by GADA for purposes of assisting in the development of the TOP application is also an ETR vendor, GADA shall not require Members or Non-Members using its TOP application to utilize such third party vendor for ETR nor condition use of the TOP application on using the ETR services of the third party vendor. This paragraph shall in no way be deemed to prohibit GADA from promoting an ETR vendor, separate and apart from the TOP processing application.

3. GADA Technical and Operational Requirements for TOP Processing

- A. GADA shall develop and support a Web Interface capable of utilizing the Department's Web Service.
- B. GADA shall maintain a secure internet connection in order to access the Web Service.
- C. GADA shall provide a monthly inventory distribution or, upon request by the Department, provide a continuous inventory distribution count of blank TOP sheets (hereinafter referred to as "Blanks") to the Department. The ongoing inventory distribution count shall be calculated for each Participant, and in the aggregate for all Participants.
- D. GADA shall provide detailed electronic records of each instance in which a Participant accesses the Web Interface to generate/print TOP

tags. Upon request, a copy of said electronic records shall be made available to the Department.

- E. GADA shall distribute Blanks to each Participant during the term of this Agreement.
- F. Once the Department has provided the Blanks to GADA, GADA shall only sell or distribute the Blanks to registered Georgia automobile dealers. Any registered Georgia automobile dealer that has received Blanks from GADA shall not sell or distribute any Blanks.
- G. GADA shall enter into agreements with all Participants, whereby a Participant designates GADA as its agent and attorney-in-fact for the purposes of this Agreement. Each such agreement shall be hereinafter referred to as an "Agency Agreement" and shall be as delineated in "Exhibit A," which is attached hereto and incorporated into this Agreement. Before a Participant may access the Web Interface, GADA shall transmit an electronic copy of the applicable Agency Agreement signed by the Participant to an address specified by the Department. The Department reserves the sole and exclusive right to refuse service to any Participant.

4. Department Technical and Operational Requirements

- A. The Department shall develop and support the Web Service to allow Participants to process and print TOP tags.
- B. The Department shall provide Blanks to GADA in sufficient quantity to timely meet the demand of Participants.

5. TOP Process

- A. Upon the sale of a motor vehicle, Participants shall use the Web Interface to access the Web Service.
- B. Upon access to the Web Service, Participants shall manually enter the following data (if applicable):
 - a. Vehicle Identification Number (VIN)
 - b. Auto Year
 - c. Make
 - d. Model
 - e. Customer No.
 - f. Owner's Name 1
 - g. Owner's Name 2

- h. Owner's Address
 - i. Owner's City, State, and Zip
 - j. Dealer Number
 - k. Dealer Name
 - l. Dealer Address
 - m. Dealer City, State, and Zip
- C. Once the data is manually entered, the Web Service will allow Participants to print the TOP.

6. Payment Terms

- A. GADA shall pay the Department one dollar (\$1.00) per Transaction. Any Transactions that are initiated but not completed, for whatever reason, will still be charged the per Transaction fee of one dollar (\$1.00). GADA may, in its discretion, charge a fee to each Participant for the costs incurred by GADA pursuant to this Section. In no instance may such fee charged by GADA to the Participant be greater than five dollars (\$5.00) per Transaction.
- B. GADA shall pay the Department two dollars (\$2.00) for each Blank. GADA may, in its discretion, charge a fee to each Participant for the costs incurred by GADA pursuant to this Section. In no instance may such fee charged by GADA to the Participant be greater than three dollars (\$3.00) per Blank.
- C. The Department and GADA shall maintain a true and accurate count of the number of Transactions initiated by GADA and Participants as well as the number of Blanks provided to GADA. The Department will invoice GADA on a monthly basis for the number of Transactions and Blanks provided from the previous month to the address specified by GADA.
- D. GADA shall remit payment in full to the Department within thirty (30) days from the date of each invoice. Payment shall be made to the Department by electronic wire transfer, e-check, or check, as the Department may decide in its sole discretion, at the Department's address contained herein or to the addresses that may be specified from time to time.
- E. Any billing disputes between GADA and Participants shall not relieve GADA of its obligation to pay the Department. GADA shall, at all times, be responsible to the Department for the payment obligations under this Agreement.

- F. Any billing disputes between GADA and the Department shall not relieve GADA of its obligation to pay the Department, and GADA shall at all times be responsible to the Department for the payment obligations under this Agreement. GADA shall notify the Department in writing of any billing disputes. The Department shall investigate and provide a response to all billing disputes within thirty (30) days of notification of the dispute by GADA. Any billing dispute found to be in GADA's favor shall be refunded within thirty (30) days thereafter.

7. ETR Option

- A. GADA may provide ETR processing services under the same terms and conditions as other vendors that have contracted with the Department for ETR processing services.
- B. GADA shall enter into a separate written agreement with the Department prior to participating in ETR.
- C. GADA must submit a written request to the Department in order to be allowed to participate in ETR.
- D. The term of any such ETR agreement shall be contemporaneous with the term of this Agreement.

8. Use of Records

- A. Any Records being provided are not generally subject to the State of Georgia's open records provisions. However, as permitted by the laws of the State of Georgia, the Department is making the Records available to GADA solely and exclusively for the uses set forth in Section 8 C. (These uses heretofore and hereinafter shall be referred to as the "Permitted Uses").
- B. The Records shall be limited to information consisting of name, address and recorded security interest or liens, if any, or as otherwise designated by the Department in accordance with applicable law.
- C. GADA, as agent and attorney-in-fact for Participants, may obtain Records from the Department only for the purpose of engaging in Transactions in order to process and print TOPs.
- D. GADA shall not divulge, authorize or permit, through act or omission, any of its employees, agents, consultants, or representatives to divulge to others the Records or information contained therein for any use other than Permitted Uses.

- E. The method by which the Department will make the Records available to GADA shall be within the sole discretion of the Department. GADA, at its sole cost and expense, shall furnish any and all materials and interfaces necessary for the Department to make the Records available to GADA.
- F. Upon receipt of the Records, GADA shall only use the Records for engaging in Transactions in order to process and print TOPs.
- G. GADA and Participant shall not disclose or sell, or authorize or permit through act or omission, any of their employees, agents, consultants or representatives to disclose or sell the Records except as herein allowed.
- H. GADA and Participant shall ensure that they, their agents, employees or others working at their direction comply with all security provisions outlined in Section 13 of this Agreement. GADA and Participant shall immediately notify the Department by telephone if fraud or abuse is suspected or confirmed, and provide written notification of the fraud or abuse, containing all facts therein, within three (3) business days of notification by telephone.
- I. GADA and Participant shall maintain a current list of persons and entities authorized to access the Department's motor vehicle records, including but not limited to their agents, employees or others working at their direction. GADA and Participant shall make the list available to the Department within three (3) business days of a verbal or written request.
- J. The Department reserves the sole and exclusive right to prohibit GADA or the applicable Participant from participation in this Agreement. In addition, for any usage of Records that is not solely for the Permitted Uses, GADA shall be charged a fee of ten dollars and no cents (\$10.00) per such usage.

8. Notice

Any and all notices, requests, demands and other communications provided for hereunder shall be in writing or sent by fax transmission to the number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United States certified mail, return receipt requested; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable Party at the addresses indicated. All notices shall be addressed to the Party to be notified at the address set forth below, and the date upon which such notice is delivered

will be deemed the date hereof. Either Party may, from time to time, by five (5) days prior notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

Notice shall be sent to:

If to the Department regarding the Agreement:

Georgia Department of Revenue
Attn: Office of Tax Policy
1800 Century Blvd., Suite 15300
Atlanta, GA. 30345
Telephone: 404-417-2283
Fax: 404-417-6651
E-mail: Timothy.Mitchell@dor.ga.gov

If to the Department regarding operations:

Georgia Department of Revenue
Motor Vehicle Division
Attn: Director
1200 Tradeport Blvd., Suite 1063
Atlanta, GA 30354
Telephone: 404-675-1425
Fax: 678-717-6222
E-mail: Tim.Shields@dor.ga.gov

If to GADA:

GADA Services, Inc
Attn: Bill Morie
2060 Powers Ferry Rd, SE
Atlanta, Georgia 30339
Telephone: 770-432-1658
Fax: 770-432-9100
E-Mail Address: billm@gada.com

With a copy to:

GADA Services, Inc
Attn: Lea Kirschner
2060 Powers Ferry Rd, SE
Atlanta, Georgia 30339
Telephone: 770-432-1658
Fax: 770-432-9100
E-Mail Address: leak@gada.com

9. Period of Performance

- A. The term of this Agreement shall commence on the date hereof and shall expire at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on June 30, 2012 (hereinafter the "Initial Term") unless earlier terminated or extended as specified herein.
- B. Upon the mutual agreement of the Parties, provided this Agreement is not earlier terminated and that GADA is not in default, the term of this Agreement may be extended for a period of four (4) consecutive one-year terms beyond the Initial Term. Each term shall begin on July 1st and end on the subsequent June 30th and shall be upon the terms and conditions contained herein. The Initial Term and each subsequent term shall be collectively referred to as the ("Term").
- C. The Agreement shall be automatically extended for the subsequent Term, as provided for in Section 9 B above, unless a Party gives at least thirty (30) days notice prior to the beginning of the Term regarding its intent not to extend the Agreement.

10. Termination

- A. The Department or GADA may terminate this Agreement at any time by giving the other party at least thirty (30) calendar days prior written notice of such termination. Notice is effective from the date sent by fax or electronic transmission or, if served by mail, five (5) days from the date of mailing. If GADA fails to properly perform its obligations or act within the scope of this Agreement in a timely or proper manner, or if GADA violates any term of this Agreement, the Department shall have the right to immediately terminate the Agreement. Upon any termination, GADA shall have no right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. GADA shall provide the Department with all applicable outstanding records and reports within thirty (30) days from the date of effective notice. Upon termination, the Department shall provide GADA with a final invoice for all obligations not previously billed for but still owed by GADA on or before the date of effective notice. GADA shall remit payment in full satisfaction of the final invoice within thirty (30) days from the date of effective notice. Notwithstanding the above, GADA shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by GADA.

- B. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding confidentiality and records shall survive the termination or expiration dates of this Agreement.

11. Indemnification, Hold Harmless, & Warranty of Accuracy

- A. GADA shall be responsible for all injury or damage of any kind to the Department, resulting from any act or omission, whether negligent or not, or breach, failure or other default regarding the use of the Records or Blanks by GADA, or any of its agents, employees or others working at the direction of GADA or on GADA's behalf.
- B. GADA shall indemnify and hold harmless the Department, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnities") from and against any and all claims, demands, liabilities, losses, cost or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to any injury arising out of or resulting from the performance of this Agreement or any act or omission, whether negligent or not, on the part of GADA, its agents, employees or others working at the direction of GADA or on its behalf, or due to any breach of this Agreement by GADA, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of GADA. This indemnification obligation survives the termination of the Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of GADA. If and to the extent such damage or loss (including cost and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Board Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") GADA agrees to reimburse the Funds for such monies paid out by the Funds.
- C. This indemnification applies where the Indemnities are partially responsible for the situation giving rise to the claim, provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnities.
- D. This indemnification does not extend beyond the scope of this Agreement and the uses undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages

incurred directly by the Indemnities due to breach or default by the Indemnities under the terms and conditions of this Agreement.

- E. GADA shall indemnify and hold harmless the Department and its officers, agents and employees, for any resulting damage or loss due to any error or transmission of inaccurate information by the Department.
- F. GADA shall indemnify and hold harmless the Department and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the Department, its employees or agents for unauthorized disclosure of information, error or omissions, or delays, or from equipment, software or communication failures, except such failure due to *force majeure* arising from the activities performed as described in this Agreement.
- G. The Department expressly denies any warranty of the accuracy, reliability or timeliness of the Records made available to GADA, and shall not be held liable for any losses caused by reliance upon the accuracy, reliability or timeliness of the information. Any person or entity that relies upon information made available does so at their own risk.

12. Confidentiality

- A. This Agreement is subject to O.C.G.A. § 40-2-130 and § 40-3-23, and the Federal Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725 et seq., and any and all personal information and vehicle information which is considered privileged and confidential under federal law or Georgia law, and is contained in any registration or title information forwarded to GADA or Participant under this Agreement shall not be released by GADA or Participant to any individual or other legal entity without prior written consent of the Department. Any release of information by GADA or Participant to any unauthorized individual or other legal entity will result in the Department terminating this Agreement immediately. Notwithstanding any other time limits herein, the Department may terminate this Agreement for such unauthorized use or disclosure by written notice to GADA, such notice to be effective immediately upon fax or electronic transmission to GADA or five (5) days from the date of mailing of such notice.
- B. GADA or Participant shall contact the Department immediately upon discovering that the Department has sent to GADA or Participant by electronic or any other means Records intended to be sent to another entity. Notwithstanding any other time limits set forth herein, the

Department may terminate this Agreement by written notice to GADA for GADA's failure to immediately report such error to the Department, such notice to be effective immediately upon fax or electronic transmission to GADA or five (5) days from the date of mailing of such notice.

13. Security Requirements

GADA is required to maintain an information security program consistent with International Standards Organization ("ISO") 17799. This standard will be used as a guideline to protect the confidentiality of any data acquired from the Department. All of the data obtained from the Department is considered sensitive and will only be disclosed on a need to know basis. Any intermediate data extracts or whole data files created for the purpose of processing the Department's data into GADA's systems shall be removed after ninety (90) days. The Department's data may reside in GADA's final system of residence for GADA's statutory retention period. The following listed ISO references are pertinent to this Agreement and transfer of motor vehicle information between the Department and GADA. This does not in any way void the remaining references included within ISO 17799.

ISO 17799 Ref#	Title	Control
4.2.2	Security requirements in third party contacts	Arrangements involving third party access to organizational information processing facilities shall be based on a formal contract containing all necessary security requirements.
6.1.3	Confidentiality agreements	Employees and contractors with access shall sign a user confidentiality agreement as part of their terms and conditions of employment.

5.2.2	Information labeling and handling	A set of procedures shall be defined for information labeling and handling in accordance with the classification scheme adopted by the organization
7.1.2	Physical entry controls	Secure areas shall be protected by appropriate entry controls to ensure that only authorized personnel are allowed access to servers that store motor vehicle records.
7.2.6	Secure disposal or re-use of equipment	Information shall be formatted a minimum of seven times from equipment that once contained motor vehicle records prior to disposal or re-use.
8.5.1	Network controls	Networks shall be adequately managed and controlled, in order to be protected from threats, and to maintain security for the systems and applications using the network, including information in transit.
8.6.1	Management of removable computer media	The management of removable computer media, such as tapes, disks, cassettes and printed reports Shall be controlled.

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8.6.2	Disposal of media	Media shall be disposed of securely and safely when no longer required. (overwriting, degaussing, or erasing seven times)
8.6.3	Information handling procedures	Procedures for the handling and storage of information shall be established in order to protect such information from unauthorized disclosure or Misuse.
8.7.3	Electronic commerce security	Information involved in electronic commerce passing over public networks shall be protected from fraudulent activity, contract dispute, and unauthorized disclosure or modification.
9.7.1	Event logging	Audit logs recording exceptions and other security relevant events shall be produced and kept for an agreed period to assist in future investigations and access control monitoring
6.3.1	Reporting security incidents	Security incidents involving unauthorized disclosure of department records shall be reported through appropriate management channels as quickly as possible.

14. Auditing

- A. All documentation supporting the reason for the motor vehicle registration and title information request, including but not limited to transaction details, client agreements, computer software and programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review or audit by the Department or its representative for a period of four (4) years from the date of the request at no cost to the Department. GADA agrees to accommodate and require its Agent to accommodate, the Department's request for an inspection, review, or audit on one (1) business day's notice and to allow on-site audits during regular business hours.
- B. GADA shall maintain a log containing a record of each request for motor vehicle registration and title information for a period of four (4) years from the date of the request. The log shall be immediately available for review at the Department's request. An electronic or "hard" copy of such log shall be provided to the Department upon request. The log format shall provide the following in the order presented: (i) Date of request, (ii) license plate number, and (iii) make of the vehicle.
- C. In its discretion, the Department may require GADA to provide the Department an Affidavit of Initial Certification of Compliance with the Security Requirements set forth in Section 13 of this Agreement prior to the initial access to the Department's motor vehicle registration and title information. Such affidavit shall specifically set forth that GADA has complied with the security requirements as of a date certain. The Department may require GADA to provide the Department each year thereafter, on the anniversary date of this Agreement, an Affidavit of Compliance with the security requirements set forth in this Agreement.

15. General Provisions

- A. GADA recognizes this is not a sole source arrangement and the Department may enter into similar agreements with other entities.
- B. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Venue for any action under this Agreement shall be in the Superior Court of Fulton County, Georgia.
- C. This Agreement shall become effective on the date of execution and shall continue in force until modified, amended or terminated pursuant to the termination date set forth above.

- D. This Agreement is subject to any restrictions, limitations or conditions enacted by the Georgia Legislature, which may affect any or all terms or provisions of this Agreement in any manner. GADA agrees that upon written notice from the Department of any such restrictions, limitations or conditions as may be enacted by the Georgia Legislature, such notice 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 by this Agreement. The Department will advise GADA of any such actions taken by the Georgia Legislature as soon as possible, but lack of notification by the Department does not negate the legal requirement to comply with all applicable provisions of law. GADA may immediately terminate this Agreement if it decides not to comply with the modifications or amendments to this Agreement. Notice is effective from the date sent by fax transmission or, if served by mail, five (5) days from the date of mailing.
- E. This Agreement is not assignable by GADA either in whole or in part, without the written consent of the Department.
- F. During the performance of this Agreement, the Parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.
- G. The Parties agree that in any contracts to be developed and awarded pursuant to this Agreement all work and procedures related to said contract shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders, and approvals, including specifically procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.
- H. Failure by the Department to exercise any right or power given under this Agreement, or to insist upon strict compliance by GADA with the provisions of this Agreement, or any custom or practice of the Department at variance with the terms and conditions of this Agreement, will not constitute a waiver of the Department's right to demand exact and strict compliance by GADA with the terms and conditions of this Agreement.
- I. All time limits stated herein are of the essence of this Agreement.

- J. If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- K. The individuals executing this Agreement on behalf of the Department and GADA, respectively, represent that they are authorized to execute this Agreement.
- L. This Agreement supersedes all prior negotiations, discussion, statements, and agreements between the Department and GADA and constitutes the full, complete and entire agreement between the Department and GADA with respect hereto. No member, officer, employee or agent of the Department or GADA has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of this Agreement or amendment hereto will be properly authorized unless in writing, properly signed by both the Department and GADA and affixed hereto.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

GEORGIA DEPARTMENT OF REVENUE:

Douglas J. MacGinnitie, Commissioner

Date

Witness

Date

GADA:

Signature

Date

Printed Name

Title

Witness

Date