Schedule B — Registration & Title Services (Dealer Title Solutions)

Effective October 1, 2026 · v1.0.0

This Schedule B supplements the MSA General Terms for the DTS Services (Registration & Title Services) when listed on an Order Form. Capitalized terms used but not defined in this Schedule have the meanings given in Section 2 of the MSA General Terms, including the terms Section 2 identifies as defined in other components of the Agreement.

B-1. Definitions

- "**Approved Transaction**" means a Transaction accepted by the Department through the State System.
- "**Department**" means the Colorado Department of Revenue, including its Division of Motor Vehicles.
- "**Electronic Processing Fee**" means DTS's per-Transaction service fee stated on the Order Form or then-current DTS fee schedule.
- "**State Contract**" means Dealr's contract(s) and authorization(s) with the Department to provide electronic vehicle title and registration services (including under §42-1-234, C.R.S.), as amended or replaced.
- "**State Records**" means data provided by or derived from the Department or the State System (including DRIVES query responses and records).
- "**State System**" means the Department's vehicle title/registration systems (currently DRIVES).

B-2. The DTS Services; program status

(a) DTS Services enable Customer to prepare, submit, and process Colorado Transactions electronically, with DTS acting as an authorized third-party provider under the State Contract. Customer acts as an intermediary user of the program and must comply with this Schedule, the Documentation, and program rules the Department or DTS issues.

(b) **Colorado scope; expansion hook.** DTS Services currently cover Colorado Transactions. Additional states may be added by Order Form or a supplement to this Schedule, with any state-specific terms stated there.

(c) **Program dependency.** The DTS Services depend on the State Contract and on the Department's systems, rules, and authorization. If any of them ends, is suspended or restricted, or changes materially, or the Department so directs, Dealr may modify, suspend, or terminate the affected DTS Services without liability, with notice where practicable, and will refund any fees prepaid for Transactions not yet submitted (on the timing in B-3(g) (funding finality)).

(d) **Right to refuse.**

(i) *Right and grounds.* DTS may decline, reject, or refuse to process any individual Transaction where DTS determines in good faith that refusal is warranted. Grounds include fraud prevention, legal or program compliance, document quality, payment risk, security, capacity, or Customer account-standing reasons. Legal or program compliance for this purpose includes program rules, Applicable Law, or the State Contract. DTS will notify Customer of the refusal through the Services or per MSA

§18.1 (notices), stating the classification under items (ii)–(iii) below and the fee consequence.

(ii) *Fee consequence — Transaction-caused refusals.* Where DTS has accepted the Transaction for processing and the refusal results from the condition of the Transaction package or from Customer — including document quality, data errors, suspected fraud or altered documents, or Customer's violation of program rules or Applicable Law — the Electronic Processing Fee remains earned per B-3(a) (fee earned on acceptance).

(iii) *Fee consequence — DTS-initiated refusals.* Where item (ii) does not apply — including any refusal before DTS accepts the Transaction for processing, whatever the reason, and any refusal for payment risk, Customer account standing, capacity, or DTS-side operational, legal-compliance, or security reasons — the Electronic Processing Fee for that Transaction is credited or refunded on the timing in B-3(g). Where a refusal rests on both item (ii) and item (iii) grounds, this item (iii) controls unless a Transaction-caused defect independently required the refusal. A refusal for suspected fraud or altered documents that DTS later determines in good faith was unfounded is reclassified under this item (iii).

(iv) *Government amounts and documents.* DTS will in all cases return or refund associated government amounts collected and will promptly return documents in its possession for that Transaction. Government amounts collected are never retained on a refusal, except to the extent a legal hold, court order, or Applicable Law prevents or delays the return. Their return or refund is subject to the funding-finality timing in B-3(g).

B-3. Fees and payments

(a) **Earned on acceptance for processing.** The Electronic Processing Fee for a Transaction is earned and non-refundable when DTS accepts the Transaction for processing (that is, upon commencement of DTS's intake and review of the Transaction package), and in any event no later than submission of the Transaction to the State System — in each case regardless of the Department's decision and, except where B-2(d)(iii) (DTS-initiated refusals) provides a credit or refund, regardless of whether the Transaction is thereafter refused under B-2(d) (right to refuse). One Electronic Processing Fee covers a Transaction through correction and resubmission of that same Transaction. A correction or re-processing under B-8 (corrections) does not make an earned Electronic Processing Fee refundable. No additional Electronic Processing Fee is charged to resubmit the same Transaction.

(b) **Government fees.** Taxes, title/registration fees, and other government charges are collected from Customer (or its consumer, per the configured flow) and remitted per program rules. The Electronic Processing Fee is DTS's charge for its services and will never be represented, by DTS or by Customer, as a fee charged by or for the Department, a county, or the State. Customer paperwork must show DTS fees as payable to "Dealer Title Solutions." Where Customer charges a consumer for the Electronic Processing Fee, Customer (i) will not charge the consumer more than the Electronic Processing Fee Customer paid to DTS for that Transaction, (ii) will disclose and present the fee in its consumer-facing pricing as Applicable Law requires, including any requirement to include mandatory, non-avoidable fees in an advertised single total price, and (iii) is solely responsible for its consumer-facing pricing, disclosures, and receipts. Violations of the preceding sentence are indemnified Customer obligations under MSA §12.2(b) (Customer indemnity).

(c) **Fee changes; pass-through.** The Department's per-transaction charges to Dealr may change under the State Contract or statute. DTS may pass through such changes, and other government-fee changes, on notice without an Order Form amendment. DTS service-fee changes follow MSA §5.3 (price changes).

(d) **Funding.**

(i) *Mechanism.* Customer will fund Transactions by ACH (batched on DTS's schedule or per Transaction) through DTS's designated payment mechanism, which may include a third-party payment facilitator or direct ACH, per the Payments Exhibit (an Incorporated Policy under MSA §1.1(d)).

(ii) *Debit authorization.* Customer authorizes debits for Transaction amounts, fees, adjustments, and recoveries.

(iii) *Cleared funds.* Customer's funding must clear in time for DTS to meet its remittance deadlines. County funds are remitted on a short statutory schedule. Failed or late funding is grounds for immediate suspension.

(iv) *Trust.* Amounts Customer collects from consumers for taxes, title and registration fees, and other government charges on Transactions are held by Customer in trust for remittance through DTS, whether or not segregated from Customer's other funds. Those amounts are not Customer's funds and may not be used for any other purpose. Failure to fund collected government amounts is a misuse of trust funds in addition to a payment breach.

(v) *Segregation demand.* DTS may, on written notice where risk reasonably warrants (e.g., returned items, credit deterioration), require Customer to segregate such amounts into a designated account pending remittance.

(vi) *Prefunding, reserve, deposit.* DTS may, where Customer's payment history, volume, or risk profile reasonably warrants, require prefunding, a reserve, or a deposit as a condition of continued processing, and may condition submission of any Transaction on cleared funds.

(e) **NSF; chargebacks.** Returned or failed payments incur a $25 NSF fee plus bank charges. Customer will indemnify DTS for chargebacks, reversals, and fraudulent or unauthorized payments in its Transactions (MSA §12.2(e)). DTS may recover such amounts by ACH debit, offset, or invoice.

(f) **Payment audit.**

(i) *Audit right.* DTS may audit Transaction payment activity at any time, during or after the Service Term.

(ii) *Government amounts.* Where an audit identifies an under- or over-collection of taxes, title or registration fees, or other government charges, DTS may recover or return the difference at any time, without time limitation, by ACH debit or credit to the Designated Account under the DTS Transaction Funding ACH Authorization Agreement or, where that authorization is no longer in effect, by setoff or invoice. The standing ACH authorization applies to these entries without regard to when the underlying Transaction occurred.

(iii) *DTS fees and other amounts.* Where an audit identifies an under-collection of Electronic Processing Fees or other non-government amounts, DTS may recover the difference by the same mechanisms no later than twenty-four (24) months after the debit or invoice in which the amount was or should have been collected (matching the reach-back in Schedule A §A-9(b)). DTS may return an audit-identified over-collection of such amounts at any time.

(iv) *Automatic correcting entries; notice.* For amounts on previously posted or Approved Transactions, DTS initiates the correcting debit or credit automatically. Where the correction for a single Transaction exceeds five hundred dollars ($500), DTS gives notice — through the Services or per MSA §18.1 (notices) — at least three (3) business days before initiating the debit; smaller corrections require no prior notice. DTS will not divide a single Transaction's correction into multiple entries to avoid the notice requirement, and corrections for multiple Transactions combined into one entry are measured per Transaction. Advance notice is not required where the correction is necessary for DTS to meet a statutory or program remittance deadline; DTS then gives the notice with the debit. A debit for which notice was given within the item (iii) period may be initiated within five (5) business days after that period ends.

(v) *Accounting.* In each case under (ii) through (iv), DTS delivers an accounting with or promptly after the debit, credit, or invoice.

(vi) *Over-collection returns.* Returns of audit-identified over-collections follow the mechanics (and Customer disbursement responsibility) of B-3(h) (disbursement responsibility).

(g) **Refund timing; funding finality.** For every refund, credit, or return obligation in this Schedule, amounts funded by ACH are treated as collected only when the funding is final. The parties agree that funding is final seven (7) full business days after the originating ACH entry posts. DTS initiates refunds and credits of Electronic Processing Fees and other DTS charges (including under B-2(c) (program dependency) and B-2(d)), and returns of government amounts collected for a refused or unsubmitted Transaction, no earlier than that finality date. If the originating entry is returned, reversed, or charged back, the associated amounts were never collected and no refund or return is due with respect to them. Any refund or return already issued against funding that is later returned may be recovered under B-3(e)–(f) (NSF; payment audit).

(h) **Over- and under-collections; disbursement responsibility.**

(i) *Return of excess.* Where the amounts collected for a Transaction differ from the amounts actually due, DTS will return any excess in its possession to Customer, with an accounting per B-3(f) (payment audit). Differences include estimate-to-actual differences in taxes, title and registration fees, or other government charges. DTS makes the return by ACH credit to the Designated Account under the DTS Transaction Funding ACH Authorization Agreement or by check, at DTS's election. The return is subject to the funding-finality timing in B-3(g).

(ii) *Both channels.* Customer must maintain the ability to receive such returns by both ACH and check.

(iii) *Customer disbursement.* As between the parties, Customer is solely responsible for disbursing returned or excess amounts to the appropriate recipient, promptly and as Applicable Law and program rules require, together with the related consumer-facing accounting, receipts, and disclosures. This means refunding to the consumer any amount over-collected from the consumer, and paying to the county or other governmental payee any additional amount due.

(iv) *Trust continues; indemnity.* Amounts returned to Customer that are owed to a consumer or a governmental payee remain subject to the trust obligations in B-3(d)

(iv) until disbursed. Customer's failure to disburse them is an indemnified Customer obligation under MSA §12.2(b).

B-4. Onboarding, training, and personnel

(a) **Training gate.** Customer personnel must complete DTS-provided training before submitting live Transactions, and ongoing or remedial training as DTS or the Department requires.

(b) **Background checks.**

(i) *Requirement.* Each Customer employee or agent with access to the DTS Services/State System must pass a nationwide criminal background check before access and at least every five (5) years thereafter, per program standards.

(ii) *Cost.* Check costs are passed through to Customer.

(iii) *Customer's FCRA duties; DTS reliance; indemnity.* Before any background check is initiated, Customer will provide each individual the standalone written disclosure and obtain the prior written authorization required by the Fair Credit Reporting Act (15 U.S.C. §1681b(b)(2)) and any analogous state law, will retain those records and produce them to DTS on request, and is solely responsible for any employment or access decision and any required pre-adverse-action and adverse-action process. DTS may decline to initiate any check absent confirmed authorization, or may rely on Customer's written certification that the required disclosure and authorization were obtained. Customer indemnifies DTS per MSA §12.2 (Customer indemnity) for claims arising out of background checks on any person Customer designates for access to the DTS Services, including claims arising out of missing or defective disclosures, authorizations, or adverse-action steps, and out of any employment or access decision Customer makes.

(iv) *Joint users.* For FCRA purposes, Customer and DTS are joint users of each report within the same transaction. DTS initiates the check through its screening vendor as Customer's agent in reliance on Customer's certification. The vendor's hosted candidate flow presents its standard forms to the individual. Customer remains the party using the report for its employment and access decisions.

(v) *Scope of the individual's authorization.* The written authorization Customer obtains from each individual must expressly authorize disclosure of the background check's status and results to DTS and to the Colorado Department of Revenue for State System access-eligibility purposes, including on the Department's request (15 U.S.C. §1681b(a)(2)). DTS reports check status to the Department, and provides individual results on the Department's request.

(vi) *Removal.* Customer must immediately remove access for any person who fails or refuses a check, or whom the Department or DTS directs be removed.

(c) **Personnel liability.** If a Customer person's act, omission, or unauthorized access results in program liability, Customer bears the resulting costs and indemnifies DTS per MSA §12.2. Program liability includes any obligation to provide consumer credit monitoring.

(d) **Credentials.** Unique credentials per user; no sharing; credential rotation and security per the Documentation and DPA.

(e) **Licensure.** Customer represents and covenants that it holds, and will maintain throughout the Service Term, every license, registration, and authorization required for the

Transactions it submits (including, where Customer is a motor vehicle dealer, its Colorado motor vehicle dealer license). Customer will notify DTS within one (1) business day of any suspension, revocation, surrender, expiration, or restriction of, or disciplinary action affecting, any of them. Any lapse or restriction of a required license is an immediate-action ground under B-9(a) (immediate action).

B-5. Transaction standards

(a) **Accuracy.** Customer is responsible for the truthfulness, accuracy, and completeness of every Transaction and supporting document. Customer must maintain the program accuracy standard (currently a 90% accuracy rate). Falling below it is grounds for suspension under B-9 (suspension and termination). Customer acknowledges the Department may prohibit a persistently inaccurate or non-compliant Customer from the program permanently.

(b) **Document quality.** Scans and submissions must meet the document and data standards published in DTS's program policies from time to time, including scan-quality and address-validation requirements. Those standards are Part 3 (Document & Data Standards) of the DTS Program Policies, which changes per the B-5(d) (program-policy changes) mechanics. Transactions rejected for document quality or data errors are Customer's burden to correct and resubmit. Fees remain earned per B-3(a) (fee earned on acceptance).

(c) **Audit cooperation.** DTS audits Transactions under its published audit standards. Currently those standards provide:

(i) a minimum of 25% of each Customer's Transactions are audited;

(ii) a new Customer's first 100 Transactions are audited at 100%, and 100% auditing continues until the onboarding audit-exit accuracy threshold stated in the published audit standards (currently 85%, measured by DTS's own audit) is met, and in any event through the first 100 Transactions;

(iii) **the same 100% onboarding audit regime re-applies when Customer expands to Transaction functions it has not previously used in DTS's system**; and

(iv) audit rates may be elevated on Department or DTS concern.

DTS may update its audit standards and program rules by posting and notice, and Customer will comply with them. Customer will cooperate with audits and provide requested records promptly.

(d) **Program-policy changes required by the state program.** Notwithstanding MSA §17 (changes to the Agreement) (including §§17.1 and 17.2), a change to DTS's published audit standards, retention policy, or other DTS program policies that implements a State Contract requirement or a Department direction takes effect when and as the State Contract or the Department requires, with notice to Customer as promptly as practicable.

B-6. Document retention and destruction

(a) **Physical documents.** Customer (and DTS, for documents it holds) will retain and then destroy physical Transaction documents within the windows published in DTS's retention policy from time to time. The current windows are stated in the published retention policy. Each window is a minimum and a maximum retention period following transaction approval. Policy changes take effect under B-5(d) (program-policy changes). Rejected-

Transaction documents are retained until approval or another resolution — including a consumer-elected refund under B-8(b) — after which the published windows apply. Destruction must use micro-cut shredding or equivalent secure destruction.

(b) **Digital records.** Transaction records are retained digitally for at least seven (7) years or such longer period as Applicable Law or the State Contract requires. Notwithstanding the foregoing, State Records within Transaction records are retained, returned, or destroyed as the State Contract and the Department direct, including after termination of the State Contract; where State Records must be returned or destroyed, Dealr satisfies this Section by retaining the remaining Transaction records and Dealr-generated processing metadata.

(c) **No supersession.** Nothing in this Section relieves Customer of retention duties imposed on it by other Applicable Law. The Department may direct longer retention case-by-case.

B-7. State Records; data; confidentiality

(a) **State ownership.** State Records are and remain the property of the State of Colorado. Neither DTS nor Customer acquires ownership of State Records; each may use them solely to perform and receive the DTS Services and as program rules permit. Customer Content that Customer uploads remains governed by MSA §8 (Customer Content; Data).

(b) **Access and security.** Customer will access the DTS Services and State Records only from the United States, and only through the Services as authorized. Customer will not permit third-party access to State Records without authorization. Customer will comply with the security obligations of the DPA and program rules. Customer acknowledges the State may audit program participants and direct suspensions.

(c) **PII certification flow-down.** Consistent with §24-74-105, C.R.S. and Dealr's certification under the State Contract, Customer will not use or disclose personal identifying information obtained through the DTS Services for the purpose of investigating for, participating in, cooperating with, or assisting federal immigration enforcement, including the enforcement of civil immigration laws and 8 U.S.C. §§ 1325 and 1326. Customer also will not disclose such personal identifying information to any individual or entity engaged in investigating for, participating in, cooperating with, or assisting any such federal immigration enforcement. Each of the two preceding sentences applies except as required to comply with federal or state law or with a court-issued subpoena, warrant, or order; this clause (c), including that exception, mirrors §24-74-105, C.R.S. "Personal identifying information" has the meaning given in §24-74-102(1), C.R.S.

(d) **Public reporting.** Customer acknowledges that DTS reports participating Customers' business name, address, and phone number to the Department periodically, and the Department may post that information publicly.

(e) **Disability-related documents.** Occasional Transaction documents may reflect disability status (e.g., disability plate/placard paperwork). These are handled as sensitive personal information with heightened access controls under the DPA. The parties do not intend a HIPAA business-associate relationship, and none is created.

B-8. Corrections

(a) **Approved Transactions.** If the Department identifies a correction on an Approved Transaction, Customer will resolve it within the program window (currently thirty (30) days). Resolution includes, where required by program rules and at the consumer's option, refunding the affected consumer or re-processing the Transaction. Consumer disbursement is Customer's responsibility per B-3(h) (disbursement responsibility). DTS may suspend new Transaction submissions for unresolved corrections or correction-rate concerns, consistent with the Department's monitoring standards.

(b) **Department-rejected Transactions; consumer election.** Where the Department reviews a submitted Transaction, rejects it, and determines it contains errors, Customer will resolve the Transaction by either refunding the consumer's money via the consumer's original method of payment or completing a new corrected Transaction with the consumer, at the consumer's option. Customer must offer the consumer that election and honor it. A corrected Transaction completed under that election is treated as a correction and resubmission of the same Transaction for purposes of B-3(a) — no additional Electronic Processing Fee is charged. Where the consumer's original payment was made through DTS's payment mechanism, DTS will, at Customer's request, originate the refund on that rail on Customer's behalf, funded by the corresponding B-3(h) return; otherwise, or where the consumer agrees in writing to another method, Customer refunds by that method. The correction mechanics of this B-8 apply to that population, including DTS's review of the corrected Transaction before resubmission. No additional Electronic Processing Fee is charged to resubmit the same Transaction (B-3(a) (fee earned on acceptance)). Consumer disbursement of any refund is Customer's responsibility per B-3(h). See the corresponding provision of the DTS Program Policies (Audit Standards, Part 2 §3).

B-9. Suspension and termination (DTS-specific)

(a) **Immediate action.** In addition to MSA §3.4 (suspension) and §6.4 (termination for cause), DTS may suspend or terminate Customer's DTS Services immediately, without prior notice or cure, where:

(i) the Department so directs;

(ii) DTS discovers or reasonably suspects fraudulent Transactions, altered documents, or unexplained irregularities in Customer's activity;

(iii) Customer's acts or omissions, as DTS determines in good faith, threaten the integrity or reputation of the program or DTS's ability to provide the DTS Services;

(iv) Customer's access creates a security risk;

(v) continued service would violate Applicable Law; or

(vi) another provision of this Schedule states that the event is an immediate-action or immediate-suspension ground.

Items (A)–(C) below apply to action on every ground, including grounds stated elsewhere in this Schedule.

(A) *Fees.* Fees earned remain due.

(B) *Termination on ground (ii).* Termination (as distinct from suspension) on ground (ii) requires either a Department direction or DTS's good-faith written determination, following suspension, that the suspected activity occurred or was not adequately explained.

(C) *Notice and restoration.* DTS will give notice promptly after acting, stating the basis for the action. DTS will restore access promptly once DTS determines in good faith that the basis is resolved. Where the Department directed or must approve the action, restoration also requires the Department's approval.

(b) **No-cause termination.** Either party may terminate the DTS Services for convenience on thirty (30) days' written notice. Customer may give its notice through the MSA §6.2 (cancellation) mechanism. This Schedule's services are transactional. No annual-term exit fee applies to DTS unless the Order Form says otherwise.

(c) **Fraud responsibility.** As between the parties, Customer is responsible for fraudulent or unauthorized Transactions originating from its submissions, personnel, or credentials, and will indemnify DTS for resulting costs, penalties, and program liabilities per MSA §12.2(e) (Customer indemnity).

(d) **Wind-down.** Upon any termination of the DTS Services, DTS will: (i) at its election, complete or return to Customer each in-process Transaction; (ii) return or destroy documents in its possession per B-6 (document retention and destruction); and (iii) remit, apply to completion of a Transaction under item (i), or refund collected government amounts for Transactions not submitted to the State System. During a suspension, DTS may take the steps in items (i)–(iii) for affected Transactions, and takes them if the suspension continues for more than thirty (30) days. Refunds under item (iii) are subject to B-3(g) (funding finality). Fees earned under B-3(a) (fee earned on acceptance) remain due. Customer's funding obligations under B-3(d) (funding; trust) continue for Transactions already submitted and for Transactions DTS elects to complete under item (i).

B-10. Support; marketing; e-sign

(a) **Support.** DTS provides first-line support for Transaction issues using commercially reasonable efforts (MSA §3.3 (support); no SLA).

(b) **Marketing.** Customer will not state or imply that the Department or the State endorses Customer, DTS, or any service (AUP §7 (DTS program integrity)).

(c) **Electronic signatures.** Transaction documents may be executed electronically per the E-Sign Consent. Customer is responsible for presenting required consumer disclosures in its signing ceremonies and retaining signed records per B-6 (document retention and destruction).

B-11. Liability (DTS-specific)

IN ADDITION TO, AND OPERATING WITHIN (NOT IN PLACE OF), MSA §13 (LIMITATION OF LIABILITY), DEALR'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM A PARTICULAR TRANSACTION WILL NOT EXCEED **THE ELECTRONIC PROCESSING FEES PAID OR PAYABLE TO DTS FOR THAT TRANSACTION**. A claim arising from or spanning multiple Transactions is treated for purposes of this Section B-11 as a separate claim as to each affected Transaction, each subject to the per-Transaction cap above. This includes a claim alleging a common, batch, or systemic error. This Section B-11 operates within MSA §13 and does not modify §13.2, §13.3, or §13.4. Claims subject to MSA §13.3 (security super-cap) are governed exclusively by MSA §13.3 and are not further limited by this Section B-11. Delays, rejections, or errors of the Department, counties, or the State System are not Dealr's liability.

B-12. Survival

Sections B-3(a), B-3(b) (as to Transactions submitted before termination), B-3(d)(iv) (until collected amounts are remitted or disbursed), B-3(e)–(h), B-5(c) (as to Transactions submitted before termination), B-5(d), B-6, B-7, B-8 (as to Transactions submitted before termination), B-9(c)–(d), B-11, and this B-12 survive termination or expiration of the DTS Services or the Agreement.