



July 9, 2019

Jamey Tesler, Registrar
Commonwealth of Massachusetts, Registry of Motor Vehicles
10 Park Plaza, Suite 4160
Boston, MA 02116

Grant Thornton LLP
75 State Street
13th Floor
Boston, MA 02109

T (617) 723-7900
www.GrantThornton.com

Dear Mr. Tesler:

Grant Thornton LLP (“Grant Thornton LLP,” or “we”) is pleased to provide professional services (the “Services”) to the Commonwealth of Massachusetts Registry of Motor Vehicles (“RMV”, “Client,” or “you”). The purpose of this letter (the “Letter”), Attachment A – Standard Grant Thornton LLP Engagement Terms For Non-Attest Services, and any related Statement(s) of Work, as defined below, (collectively, the “Agreement”), is to confirm the scope and terms of our engagements. This Agreement is structured to allow us to offer professional services under a single agreement through the execution of Statements of Work for each project.

The Agreement is effective on the latest date upon which it is executed by both Parties (the “Effective Date”) and will remain in full force and effect in accordance with its terms until terminated by either party in accordance with the termination provision set forth in Attachment A. Attachment A contains the terms and conditions of this Agreement that reflect our mutual understanding. You should read it carefully. Because applicable professional standards, laws, and regulations may change in the future, Grant Thornton LLP reserves the right to amend this Agreement upon appropriate notice to you upon receiving your consent.

Delivering the services

The Services we provide to you under this Agreement will be set forth in distinct Statements of Work signed by Grant Thornton LLP and your authorized representative, specifying matters including applicable professional standards, scope, deliverables, timing, fees and payment terms. The Statements of Work may include additional provisions that are necessary in regards to the applicable professional standards, including matters pertaining to any applicable independence requirements, such as audit committee pre-approval of the services.

From time to time in the course of our relationship, we may perform Services that you request without a Statement of Work. This Agreement will cover all Services rendered whether or not the parties execute a Statement of Work. Such Services will be billed at our standard hourly rates or as otherwise mutually agreed.

Other matters

This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement. This Agreement may be executed and



delivered by either party by electronic transmission. For purposes of this Agreement, any signature page signed and transmitted electronically shall be treated as an original document, and the signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

Please confirm your acceptance of this Agreement by signing below, signing the enclosed Statement(s) of Work, and returning the signed Agreement to me in the enclosed self-addressed envelope. We look forward to the opportunity to serve you.

Very truly yours,

GRANT THORNTON LLP

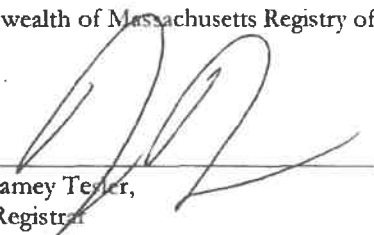

Jimmy S. Pappas
Partner

Enclosures:
Attachment A
Statement of Work

Agreed and accepted

The foregoing letter, Attachment A and the attached Statement(s) of Work, if applicable, fully describe our understanding and are accepted by us.

Commonwealth of Massachusetts Registry of Motor Vehicles

By: 
Jamey Tener,
Registrar

Date: 7/10/19

STATEMENT OF WORK
BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES
AND
GRANT THORNTON LLP

1. INTRODUCTION

The following document will serve as a Statement of Work ("SOW") between the Commonwealth of Massachusetts Department of Transportation's Registry of Motor Vehicles ("RMV") and Grant Thornton LLP ("Grant Thornton LLP") for the provision of Forensic Accounting and Related Professional and Technical Services and Support, as described in greater detail in Section 11 ("Engagement"). The entire agreement between the parties (the "Agreement") consists of the following documents in the following order of precedence: (1) the Engagement Letter, dated as of July 9, 2019, by and between Grant Thornton LLP and RMV, (2) Attachment A – Additional Terms; and (3) this Statement of Work ("SOW").

2. DEFINITIONS

The terms used in this SOW, unless defined in this SOW or in an amendment made hereto, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

Deliverable means any work product that Grant Thornton LLP delivers for the purposes of fulfilling its obligations to RMW under the terms of the Agreement, including work product that Grant Thornton LLP must submit to RMW for RMV's approval in accordance with the formal acceptance procedures set forth within the SOW or the Task Order(s) entered into hereunder.

Milestone Payment means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

Task means a material activity engaged in by Grant Thornton LLP for the purpose of fulfilling its obligations to RMV under the terms of the Agreement, which may or may not result in the creation of a Deliverable.

Task Order means an amendment to this SOW that specifies Tasks, Deliverables, or hourly rate services to be completed by Grant Thornton LLP under the terms of this Agreement.

3. OVERVIEW, EFFECTIVE DATE AND TERM

This Agreement's term (the "Term") begins on the date on that it is executed by both parties (the "Effective Date") and shall terminate at 5:00 p.m. on October 15, 2019 ("Termination Date"), unless extended in writing by mutual agreement of the Parties. Notwithstanding the foregoing, Sections 5.1 and 5.2 of System Security, Section 9 as it relates to any testimony or presentation by Grant Thornton LLP to any government body within the Commonwealth of Massachusetts, and Section 10 Warranty, shall survive the termination of the remainder of this SOW.

4. POINTS OF CONTACT

4.1 Single Point of Contact

Grant Thornton LLP and RMV will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the Term of this Agreement. In the

event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required. Grant Thornton LLP's contact person is Jimmy S. Pappas, Partner.

RMV's contact is Jamey Tesler, RMV Registrar.

4.2. Subcontractors

Grant Thornton may retain outside individuals or firms, including outside counsel and experts, to assist in fulfilling its responsibilities and duties under this SOW. RMV shall be responsible for the reasonable costs and expenses associated with the retention of any such outside firms or individuals, provided, however, that RMV's prior written approval shall first be obtained.

5. SYSTEM SECURITY

As part of its work efforts under this SOW, Grant Thornton LLP will be required to use Commonwealth data and IT resources. For purposes of this work effort, "Commonwealth Data" shall mean data provided by the RMV to Grant Thornton LLP, which may physically reside at a Commonwealth or RMV or Grant Thornton LLP location.

RMV agrees to disclose the presence of Sensitive Data (such as Personal Health Information, Personal Financial Information, and/or Personally Identifiable Information – collectively "Sensitive Data") before such data are transmitted to Grant Thornton LLP.

5.1 Commonwealth Data

In connection with Commonwealth Data, Grant Thornton LLP will implement commercially reasonable safeguards necessary to:

- 5.1.1 Prevent unauthorized access to Commonwealth Data from any public or private network;
- 5.1.2 Prevent unauthorized physical access to any information technology resources involved in the development effort; and
- 5.1.3 Prevent interception and manipulation of Commonwealth Data during transmission to and from any servers.

5.2 Commonwealth Personal Data

In addition to the above requirements for Commonwealth Data, Grant Thornton LLP may be required to use the following Commonwealth personal data under MGL ch. 66A and/or personal information under MGL ch. 93H and the Driver's Privacy Protection Act, of 1994, Chapter 123, Title 18 U.S. Code, or to work on or with information technology systems that contain such data as personally identifiable information included in driver records in order to fulfill part of its specified tasks. For purposes of this work effort, electronic personal data and personal information includes data provided by the RMV to Grant Thornton LLP which may physically reside at a location owned and/or controlled by the Commonwealth or RMV or Grant Thornton LLP. In connection with electronic personal data and personal information, Grant Thornton LLP shall implement the maximum feasible safeguards reasonably needed to:

- 5.2.1 Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- 5.2.2 Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;

- 5.2.3 Notify RMV immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

6. ACCEPTANCE OR REJECTION PROCESS

Grant Thornton LLP will submit the required Deliverables specified in this SOW, or any Task Order entered into hereunder, to the RMV Registrar for approval and acceptance. RMV will review work product for each of the Deliverables and evaluate whether each Deliverable has reasonably met in all material respects the criteria established in this Agreement and the relevant Task Order specifications. Once reviewed and favorably evaluated, the Deliverables will be deemed acceptable.

Within five (5) working days of receipt of each Deliverable, the RMV Engagement Manager will notify Grant Thornton LLP, in writing, of the acceptance or rejection of said Deliverable using the acceptance criteria specified in this Section and associated with the Task or Deliverable specifications in this Agreement. A form signed by RMV shall indicate acceptance. Grant Thornton LLP shall acknowledge receipt of acceptance forms in writing. Any rejection will include a written description of the defects of the Deliverable. If RMV does not respond to the submission of the Deliverable, within three (3) working days of RMV's receipt of each Deliverable, Grant Thornton LLP shall provide a reminder notice to the RMV Engagement Manager. If RMV fails to reject a Deliverable within five (5) business days after RMV's receipt of the reminder notice, the Task or Deliverable is deemed accepted.

If RMV reasonably rejects a Deliverable, Grant Thornton LLP will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the Deliverable to the Commonwealth. RMV will then have an additional 5 (five) business days from receipt of the updated Deliverable to notify Grant Thornton LLP, in writing, of the acceptance or rejection of the updated Deliverable. Any such rejections will include a description of the way in which the updated Deliverable fails to correct the previously reported deficiency.

For the avoidance of doubt, RMV may only reject a Deliverable for its failure to reasonably conform to the specifications set forth herein. RMV may not reject any Deliverable because it disagrees with the conclusions set forth therein.

Following any acceptance of a Deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, Grant Thornton LLP will use reasonable efforts to provide a prompt correction or workaround.

Notwithstanding any other provision in this SOW Grant Thornton LLP retains sole discretion, with respect to the content of any Deliverables, including but not limited to conclusions, opinions, recommendations, and Tasks it must undertake to reach such conclusions, opinions and recommendations, provided, however, that such Deliverables must reasonably conform to the specifications set forth herein.

7. PROJECT MANAGEMENT - Engagement Managers

7.1 RMV Engagement Manager

RMV's Designated Engagement Manager will:

- 7.1.1 Work closely with Grant Thornton LLP's Project Manager to ensure successful completion of the project.
- 7.1.3 Coordinate participation from and access to RMV and other Commonwealth resources, including but not limited to records, data, and personnel, as required during the engagement
- 7.1.4 Coordinate RMV's review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.

7.2 Vendor Engagement Manager

Jimmy Pappas, Partner ("Grant Thornton LLP's Engagement Manager") shall perform project management on behalf of Grant Thornton LLP for this engagement. Grant Thornton LLP's Engagement Manager will:

- 7.2.1 Be responsible for administering this Agreement and the managing of the day-to-day operations under this Agreement.
- 7.2.2 Serve as an interface between the RMV Engagement Manager and all Grant Thornton LLP personnel participating in this engagement.
- 7.2.3 Facilitate regular communication with the RMV Engagement Manager, including status reports/updates, and review the project performance against the project plan.
- 7.2.4 Sign acceptance forms to acknowledge their receipt from RMV.
- 7.2.5 Be responsible for the management and deployment of Grant Thornton LLP personnel.

7.3 Issue Resolution

The Engagement Managers from each organization bear the primary responsibility for ensuring issue resolution.

8. Amendments to the Scope of Work

This Agreement may be amended prior to the end of the Term. The Party who would like to request a change in scope for this engagement or any other terms contained within the Agreement, will provide the suggested amendment in writing to the other party's Engagement Manager. The Engagement Managers will jointly determine whether the change impacts any terms contained within the Agreement. The Parties may mutually agree to the change through a written amendment to this SOW.

For any amendment entered into under this Agreement where Grant Thornton LLP will be providing services on a Time and Materials basis, the parties shall apply the Time and Materials terms as described in Table 2 to this SOW.

9. Personnel and Fees

9.1 Key Resources and Rates

Grant Thornton LLP agrees to provide the following categories personnel at the following hourly rates, net of any discounts, including but not limited to prompt payment discounts, for the duration of this project:

**TABLE 1
KEY PERSONNEL**

Role	Blended Hourly Rate
Partner/Managing Director	\$295
Senior Manager/Director	\$295
Manager	\$295
Senior Associate	\$295
Associate	\$295

The Parties agree that the fees associated with individual Deliverables will be dependent upon the scope and volume of materials, records, and access to personnel requested by and/or subject to review by Grant Thornton LLP to complete the defined Deliverables. Grant Thornton LLP will provide weekly updates to RMV's Engagement Manager of all amounts billable to the Commonwealth as a result of this Agreement.

Grant Thornton personnel, including any subcontractors, assigned to perform services hereunder will have undergone and passed a background check at date of hire in accordance with Grant Thornton LLP's standard background check policies.

Grant Thornton LLP personnel must comply with the Executive Office of Technology Services and Security's relevant Policies, Standards and Guidance, which may be located at <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>

In addition, the Parties agree that Attachment 1 to this SOW, shall govern prices to be paid by RMV for Forensic Technology Services.

Grant Thornton LLP will also bill an administrative charge equal to five percent of our billings to cover items such as computer usage, telephone charges, delivery or courier services, faxes, normal copying, postage, miscellaneous supplies, software licensing cost, and professional literature licensing and use charges.

Payment of Grant Thornton LLP's fees is not contingent on the outcome of this matter. If Grant Thornton LLP requests, RMV agrees to make full payment of Grant Thornton LLP's account before the expression of any opinion, issue of any report or provision of any testimony by Grant Thornton LLP. Grant Thornton LLP may stop work or terminate this Engagement at any time in the event of non-payment. Because of the nature of this type of Engagement, Grant Thornton LLP may invest a considerable amount of time before generating a report or other Deliverable. Grant Thornton LLP may stop work for a number of reasons, including but not limited to RMV's request. In the event Grant Thornton LLP stops work in good faith, RMV agrees to pay any outstanding fees and expenses through the date work is stopped, whether or not Grant Thornton LLP has produced any Deliverables, provided; however, in the event of such work cessation, Grant Thornton LLP will provide a transition memorandum to RMV to facilitate knowledge transfer.

Grant Thornton LLP's work is to include only the Tasks and Deliverables described in this SOW.

Reimbursement for out of pocket expenses

Grant Thornton LLP may invoice RMV for out of pocket expenses directly resulting from the services provided pursuant to this Agreement during its pendency provided, however, that advance written approval by RMV is required should any such expenditures exceed \$25,000 individually or in the aggregate throughout the life of the agreement.

In the event that Grant Thornton LLP is requested by RMV or compelled by the Massachusetts Legislature to testify or present information related to its work under this SOW, fees associated with preparing and providing such testimony or information can be billed to RMV by Grant Thornton LLP.

Equipment, Work Space, Office Supplies

RMV will provide workspace and standard network connectivity for Grant Thornton LLP team members working on-site for activities defined by this SOW or in the relevant Task Order. Grant Thornton LLP will submit a list of employees who will need access to the building and to state systems before prior to on-site arrival of those employees at Commonwealth facilities. Access to RMV systems by Grant Thornton LLP personnel may be subject to additional procedures.

Related Project Knowledge

At the time of initiation of this SOW, the Parties will work to identify and provide access to existing RMV documentation with which Grant Thornton LLP personnel should become familiar with to complete the tasks required by this Agreement.

10. Warranty

Grant Thornton LLP represents and warrants to RMV that:

- 10.1 Grant Thornton LLP and its subcontractors are sufficiently staffed and equipped to fulfill Grant Thornton LLP's obligations under this Agreement;
- 10.2 Grant Thornton LLP's services will be performed:
 - 10.2.1 By appropriately qualified and trained personnel;
 - 10.2.2 With due care and diligence and on a reasonable professional efforts basis as is customary in the industry;
 - 10.2.3 In compliance with the terms and conditions of this Agreement; and
 - 10.2.4 In accordance with all applicable professional standards for the field of expertise;
- 10.3 Deliverables delivered under this Agreement will substantially conform with the Tasks and Deliverable descriptions set forth in this Agreement;
- 10.4 Grant Thornton maintains professional liability insurance and general commercial liability insurance coverage for the provision of accounting and advisory services. The insurance coverage and limits are consistent with other national accounting firms of its size. Upon request, Grant Thornton LLP can provide RMV verification of professional liability insurance and/or a certificate of general commercial liability insurance.
- 10.5 All software used by Grant Thornton LLP under this Agreement shall be free of Trojan horses, back doors; and other malicious code;
- 10.6 Grant Thornton LLP has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials

owned by third parties supplied or specified by Grant Thornton LLP for incorporation in the Deliverables to be developed; and

- 10.7 Documentation provided by Grant Thornton LLP under this Agreement shall be in sufficient detail so as to allow suitably skilled, trained, and educated Commonwealth personnel to understand the operation of the Deliverables. Grant Thornton LLP shall promptly, at no additional cost to RMV make corrections to any documentation that does not conform to this warranty.

These warranties are in lieu of, and Grant Thornton LLP expressly disclaims, all other warranties, express, implied, or otherwise, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Grant Thornton LLP cannot and does not warrant computer hardware, software, or services provided by other parties.

11. GRANT THORNTON LLP TASKS AND DELIVERABLES

This Section describes the Deliverables that Grant Thornton LLP will provide to RMV and the Tasks that Grant Thornton LLP will complete by the end of the engagement described in this SOW. A Task or Deliverable will be considered "complete" when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each Deliverable or Task has expired without written response from RMV.

All written documents shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported to Microsoft Excel 2000. All meetings shall be held either at 10 Park Plaza Boston, MA, or the RMV's Offices in Quincy, MA, unless agreed to otherwise by the Engagement Managers.

Grant Thornton LLP shall continue to retain sole and exclusive ownership of and all right, title and interest in its intellectual property rights that existed prior to this engagement, including, without limitation, the know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets (collectively, the "Consultant Property"). Additionally, to the extent that any of the foregoing are discovered, created or developed solely by Grant Thornton LLP as a result of its own efforts during this engagement and are of general application, such intellectual property rights will be considered Consultant Property. RMV shall acquire no right or interest in the Consultant Property, except for a non-exclusive, non-transferable, royalty-free right to use the Consultant Property solely in connection with the RMV use of the Deliverables. RMV will not sublicense or otherwise affirmatively grant any other party any rights to use, copy or otherwise exploit or create derivative works from the Consultant Property, provided however, that the Parties agree and understand that RMV cannot control use or dissemination of Consultant Property provided pursuant to the Public Records Law, G.L. c. 66. Grant Thornton LLP's working papers are not a Deliverable, are the property of Grant Thornton LLP, and constitute Grant Thornton LLP's confidential information.

11.1 Tasks and Deliverables:

Grant Thornton has been engaged to perform the scope of work summarized below. The Parties agree that time is of the essence if performing all tasks associated with this Agreement.

Grant Thornton will perform the Services in accordance with the American Institute of Certified Public Accountants (AICPA) *Statement on Standards for Consulting Services*. Grant Thornton LLP is not being engaged to perform audit or attest services under AICPA auditing or attestation standards or to provide any form of attest report or opinion under such standards in conjunction with this engagement.

Grant Thornton LLP shall be entitled to rely on the accuracy, completeness and reliability of all information provided by, and on all decisions and approvals of, RMV and its retained advisors, consultants or legal counsel.

For each deliverable identified in Table 2, below, Grant Thornton LLP will issue a preliminary report of the findings, particularly on the sufficiency of processes and any reorganization recommendations, at a mutually agreed upon date ("Preliminary Report") Grant Thornton LLP will subsequently issue a final report within 60 days of the Engagement Start Date unless Grant Thornton LLP and RMV mutually agree to an extension ("Final Report").

The work and Tasks of Grant Thornton LLP is to consist of any or all of the following: reviewing and analyzing certain policies, books, records, agreements and correspondence; collecting evidence including electronic data; performing public record searches; preparing Deliverables, and consulting with the RMV. Grant Thornton LLP may also conduct interviews of selected employees and other related parties.

Grant Thornton LLP is not being engaged to provide, and will not provide legal advice.

**TABLE 2
Deliverables and Tasks**

Deliverable or Task Number	Deliverable or Task Name	Description and Metrics of Acceptance
1.1	Root Cause Analysis	Conduct a root cause analysis with respect to the circumstances that prevented the RMV's timely revocation of a Massachusetts commercial driver's license (CDL) following an out of state notification of a disqualifying event as has been widely and publicly reported over the past week.
1.2	Documentation of Existing RMV Process	Gain an understanding of processes, internal controls, and policies with respect to the timely processing by the RMV of state-to-state notices of motor vehicle violations.
1.3	Recommended Improvements	Recommend improvements with respect to risk management, internal controls, protocols, and policies impacting the effectiveness and efficiency of RMV responses to reports of state to state motor vehicle violations that may warrant or require the suspension or revocation of passenger and/or commercial driver licenses.
1.4	Organizational Structure Analysis	Review the RMV's organizational structure and make recommendations as necessary to establish clear lines of responsibility and accountability for responding to state-to-state communications about motor vehicle violations and administering license suspensions and revocations for passenger and commercial vehicle licenses.
1.5	Other related services	Other related services as requested by RMV.

The information contained in documents prepared by Grant Thornton LLP in the course of providing services under the terms of this SOW is for the sole internal benefit use of RMV in accordance with the purpose of this SOW. Any reports or work product prepared by Grant Thornton LLP are not for a third party's benefit or reliance, and Grant Thornton LLP disclaims any contractual or other responsibility or duty of care to others based upon any Deliverables or Tasks. Except as required by applicable law or as required to respond to other requests from other public entities or investigatory bodies, if RMV wishes to disclose or disseminate in any manner any portion of any Deliverable, other than the Preliminary Report or the Final Report, to a third party, RMV agrees to first (i) provide Grant Thornton LLP with a draft of the proposed disclosure, (ii) obtain Grant Thornton LLP's advance written approval, and (iii) if requested, obtain from the third party and provide to Grant Thornton LLP a non-disclosure agreement and/or release in a form satisfactory to Grant Thornton LLP in its sole discretion. To the extent RMV provides the Preliminary Report or Final Report to third parties it will do so without removing any Grant Thornton LLP disclaimers incorporated in those documents.

Grant Thornton LLP acknowledges and accepts that all information and records supplied to and created for RMV are public records and subject to public disclosure, and in the normal course of its duties, RMV may also use this information to prepare related documents that are released to the public. Notwithstanding RMV permission to use the information provided, any work product, documents, or report delivered by Grant Thornton LLP shall be released only as redacted in accordance with law. All documents delivered by Grant Thornton LLP shall be accompanied by the following legend: "The contents of this document were prepared solely for the use of the Massachusetts Department of Transportation in the normal course of discharging their duties. It is not to be used, relied upon or referred to by any other party for any purpose."

Grant Thornton LLP shall be obligated only for the Tasks and Deliverables described in this Agreement and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Further, Grant Thornton LLP's obligation shall not extend to any subsequent periods for which Grant Thornton LLP is not engaged. To the extent all specific details of the engagement are not so documented, Grant Thornton LLP and RMV shall work diligently and in good faith to document them at the request of either party.

Tasks may include searching public records including court filings, real estate records, criminal records and so forth. RMV understands that such public records are often incomplete, not current and may contain errors. RMV will not hold Grant Thornton LLP responsible for errors or omissions deriving solely from incomplete or inaccurate public records, provided that such record defects should not have been reasonably known or detected by Grant Thornton LLP.

Grant Thornton LLP agrees, except as required by applicable law, regulation, court or governmental order or process, or demand of accounting oversight body, not to disclose any of its communications, or any of the information Grant Thornton LLP receives or develops in the course of performing Tasks and producing Deliverables to any third party apart from such third parties as RMV may designate. If access to any of the materials in the possession of Grant Thornton LLP relating to this Agreement is sought by a third party, Grant Thornton LLP will promptly notify RMV of such action, tender to RMV Grant Thornton LLP's defense in connection with the response to such a request and cooperate with RMV concerning the response thereto.

12. Payment Terms

All payments under this Agreement shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and the terms of this SOW.

12.3.1 Time and Materials Payments

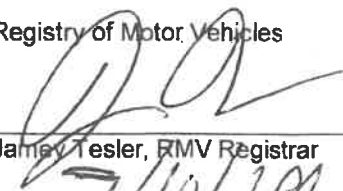
Grant Thornton LLP shall provide a bi-weekly invoice to the RMV Engagement Manager for the actual hours worked per week of the Resource, by category, identified in Table 1. The RMV Engagement Manager will review and approve these invoices.

13 Other Matters

This Agreement sets forth the entire understanding between and among the parties regarding the Engagement and supersedes all prior and contemporaneous agreements, arrangements and communications and may not be modified or amended except by the mutual written agreement of the parties. If any portion of this Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The undersigned hereby represent that they are duly authorized to execute this SOW on behalf of their respective organizations.

Commonwealth of Massachusetts
Registry of Motor Vehicles



James Tesler, RMV Registrar

Date

7/10/19

Grant Thornton LLP



Jimmy S. Pappas, Partner

Date

7/10/19

Attachment 1 Forensic Technology Services

The terms in this Attachment 1 apply to the Agreement dated July 9, 2019 for the Services to be provided by Grant Thornton LLP ("Grant Thornton LLP", "we" or "us") to the Massachusetts Department of Transportation Registry of Motor Vehicles ("Client"). In the event that there is a conflict between the Agreement and this Attachment 1 the terms of this Attachment 1 shall control. Any capitalized terms herein that are undefined shall have the meaning assigned to them elsewhere in the Agreement. Non-hourly prices contained herein are provided for purposes of establishing a ceiling price, should Client seek to obtain Forensic Technology Services.

1 Data Analytics

a. Database Fees

Standard Database Set-up	<ul style="list-style-type: none"> • Creation of a database where data can be stored and analyzed • If requested, field-level encryption can be implemented within the Standard Database. 	\$2,250 per database
Standard Database Hosting	<ul style="list-style-type: none"> • Monthly hosting charge per database. 	\$750 per month
Encrypted Database Set-up & Hosting	<ul style="list-style-type: none"> • The creation of a dedicated, matter-specific database with full database encryption. 	\$4,500 per month per database ¹
Database Archiving	<ul style="list-style-type: none"> • Data will be removed from an active database and archived offline (on separate media). • This charge will persist until the archived data are returned to the Client or are destroyed, each at the written request of the Client. 	\$250 per month per database

b. Data Visualization Fees

Visualization Server Site Set-up	<ul style="list-style-type: none"> • Visualization Server site accessible to Client via the Internet. 	\$2,500 per site ²
Visualization User Licensure	<ul style="list-style-type: none"> • A user login so that the Client can access the Visualization Server site. 	\$500 per user, per month

¹ This pricing is for each database that stores up to one (1) Terabyte of data. Each additional Terabyte of data (beyond the first Terabyte) incurs an additional charge of \$250 per month.

² Please note that Database Archiving fees will apply for all established data visualization sites regardless of whether such sites have active Server Users.

2 Evidence Collection Fees

Forensic Imaging	<ul style="list-style-type: none">Forensically sound, bit-by-bit copy of a storage device, including chain-of-custody documentation.	\$800 – \$1,250 per Device/Drive (up to 2 TB) ³
Server Share Logical Image	<ul style="list-style-type: none">Forensically sound, bit-by-bit copy of server share files, including chain-of-custody documentation.	\$1,000 – \$1,200 per Server Share ³
Backup Tape File Listing	<ul style="list-style-type: none">A comprehensive listing of all files resident on a backup tape.	\$150 – \$200 per Backup Tape
Backup Tape Data Extraction	<ul style="list-style-type: none">The extraction of data from a given backup tape to new media.	\$250 – \$300 per Backup Tape ^{3,4}

³ Note that this process requires that content be written to sterile media. The actual cost of such media will be billed separately as an expense.

⁴ Extraction of data will be performed as stated above for up to two (2) hours. Extractions that exceed two (2) hours will be charged at the prevailing hourly rates until extraction is complete.

Data Processing and Review

a. Data Processing

Processing Set-Up	<ul style="list-style-type: none"> Fee related to the steps involved with the ingestion of a logical unit of data processing. 	\$500 per Logical Unit ⁵
Processing & Review Promotion	<ul style="list-style-type: none"> Extracted Data from data sources are processed within an eDiscovery platform. De-duplication can be performed post-processing, either globally or per custodian. The promotion of fully processed and delimited subset(s) of data from the original data sources provided by Client. 	\$75 - \$150 per GB ⁶
Optical Character Recognition	<ul style="list-style-type: none"> Perform Optical Character Recognition (OCR) on additional data to extract text content upon request 	\$35 per GB ⁷
Load File Creation	<ul style="list-style-type: none"> Known file exclusion as requested based on public list (e.g. NIST Reference Data Set) or list provided by Client. Processed and indexed data are formatted into an industry-standard file format, suitable for import into a chosen review platform. 	\$150 per GB ⁸
Machine Translation	<ul style="list-style-type: none"> The use of software to translate file text from one language to another 	\$0.12 - \$0.15 per file ⁹
Load File Ingestion	<ul style="list-style-type: none"> Importation of data sets that were previously indexed and catalogued by an eDiscovery processing platform. Upon ingestion, data delimiters (e.g., search terms) can be applied and made available for review. 	\$125 per GB

⁵ A "logical unit" of processing is defined as one data source for one custodian.

⁶ The per-GB charge is based upon total data volume to be processed, with total data volume calculated as the raw data volume following the extraction and expansion of any container files.

⁷ This OCR capability subjects processed data to another layer of machine processing to perform OCR on individuated files. As such, this cost is additional to the Processing cost outlined above. Manual quality reviews of machine-based OCR are also available, and such work is performed upon request at the prevailing hourly rates.

⁸ This charge pertains to the exporting of processed data from a Grant Thornton LLP eDiscovery platform to load in another review platform, and the cost range varies based upon data volume.

⁹ This \$0.15 per-file cost applies to the first 1,000,000 files translated. Files processed in excess of 1,000,000 will be translated at \$0.12 per file. Please note that files greater than 20KB in size will be split into 20KB segments, with each 20KB segment of a file incurring the translation cost of \$0.15 or \$0.12 per file (segment), depending on the current overall count of files. There is a \$2,000 minimum charge for machine translation services.

b. Analytics / Hosting / Review

Document Imaging	<ul style="list-style-type: none"> Documents are imaged from our eDiscovery Platform into TIFF or JPG format and made available for redaction, highlighting and production 	No unit-based charge ¹⁰
Conceptual Analytics / Assisted Review ("Predictive Coding")	<ul style="list-style-type: none"> Group documents into clusters based on conceptual relationships to help quickly understand the case and identify important topics Automatically categorize documents within a project based upon training sets coded by a subject matter expert from Client Identification of similar documents by concept or textual analysis to increase the efficiency of review workflows and enhance quality control review Email threading to enable advanced workflows that defensibly reduce the review population 	\$200 per GB ¹¹
User Licensing	<ul style="list-style-type: none"> Per-user (i.e., per reviewer) monthly license to use the platform 	\$100 per user per month
Offline Hosting	<ul style="list-style-type: none"> Storage of all matter-related data on GT servers. 	\$5 per GB per month
Data Hosting	<ul style="list-style-type: none"> Storage of matter-related data on active review platform. 	\$10 - \$35 per GB per month

Other Matters

a. All other e-Discovery project management aspects are charged on a time-and-material basis at the hourly rates agreed upon within an executed Statement of Work. These may include, but are not limited to, the following:

- Intake, inventory, and cataloging of received data and evidence;
- Decryption of encrypted or password-protected file(s)¹²;
- Advanced creation of search-term queries and the application of these to existing data sets;
- Customizations to review, issue codes, or coding panels;
- Production requests;
- Creation of customized reports; and
- Other consultative Services, as requested.

Computer forensics and data analysis procedures will be performed on a time-and-materials basis at the hourly rates agreed upon within this Agreement.

¹⁰ While there is no unit-based charge for document imaging, the time and materials required for the Grant Thornton LLP team to assist with these items will be charged at the prevailing hourly rates.

¹¹ This per-GB charge is a one-time fee incurred when data are added (or "promoted") to the enhanced Analytics module of the eDiscovery review platform.

¹² Such files will be identified, and a list will be provided to Client. Written approval is sought and obtained prior to incurring billable time on this kind of work.

Attachment A Additional Terms

The terms in this Attachment A apply to the Agreement dated July 9, 2019 for the services WServices ato be provided by Grant Thornton LLP to the Commonwealth of Massachusetts Department of Transportation s Registry of Motor Vehicles WClient a In the event that there is a conflict between the Agreement and this Attachment A, the terms of this Attachment A shall control. Any capitalized terms herein that are undefined shall have the meaning assigned to them elsewhere in the Agreement.

- 1 Ability to Perform. Upon immediate notification to the other Party, none of the parties to this Agreement shall be liable for any delay or failure in performance due to Acts of God or circumstances beyond its reasonable control. However, it is possible that because of unexpected circumstances we may determine that we cannot complete our Services. If, in our professional judgment, such circumstances exist, we may resign from this engagement prior to completion without incurring any liability to you; in such instance Grant Thornton LLP agrees to make a good faith effort to transition work to a successor vendor. In addition, Grant Thornton LLP reserves the right to in whole or in part decline to perform Services if information comes to our attention indicating that performing any Services could cause us to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer damage to our reputation.
- 2 Standards of Performance.
 - a The parties acknowledge that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of the parties or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Grant Thornton LLP s Services shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, and any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Unless the parties agree otherwise, in writing, Grant Thornton LLP shall have no responsibility to update any of its work after its acceptance by Client.
 - b All Services will be rendered under the supervision of qualified staff in accordance with the terms and conditions set forth herein. Grant Thornton LLP makes no other representation or warranty regarding the Services; in particular, and without limitation of the foregoing, any express or implied warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.
 - c Our Services will be provided in accordance with the Statement on Standards for Consulting Services promulgated by the American Institute of Certified Public Accountants and, accordingly, do not constitute a rendering by Grant Thornton LLP or its partners or staff of any legal advice, nor do they include the compilation, review or audit of financial statements. Because our Services are limited in nature and scope, they cannot be relied upon to discover all documents and other information or provide all analyses that may be of importance in this matter. For example, any procedures we perform cannot be relied upon to give assurance that any defalcations or fraudulent transfers that might have taken place will be discovered. Client will not hold us responsible for any loss or liability that may result from the reasonable non-discovery of any matters that might have an influence on this matter. Notwithstanding the foregoing, Grant Thornton LLP represents that its work pursuant to the Agreement will be performed: (1) in good faith, (2) utilizing appropriate standards of due diligence, (3) by appropriately qualified personnel, and (4) in accordance with all applicable professional standards.

3 Risk Allocation

- a With respect to the Services, the liability of Grant Thornton LLP and its present and former partners, principals, directors, employees and agents for any claim, including but not limited to negligence, shall not exceed the two times (2x) the value of the fees it receives hereunder for the portion of the work giving rise to such liability. This limitation in no way limits the Client's right of recovery for third party claims related to personal injury, property damage or patent and copyright infringement, nor the Client's ability to name Grant Thornton LLP as a third party defendant. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton LLP's willful misconduct or fraud. Nor shall Grant Thornton LLP and its present and former partners, principals, directors, employees and agents be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity).
- b Any indemnification of Grant Thornton LLP by Client shall be subject to appropriation and in accordance with Massachusetts law.
- c The terms of this Section shall apply regardless of the nature of any claim asserted (including but not limited to contract, statute, tort, strict liability or any form of negligence, whether of Client, Grant Thornton LLP, or others, except for Grant Thornton LLP's willful misconduct or fraud) and whether or not Grant Thornton LLP was advised of the possibility of the damage or loss asserted, but such terms shall not apply to the extent finally determined to be contrary to any applicable law. Such terms shall also continue to apply after any termination of this Agreement and during any dispute between the parties.

4 Successors and Affiliates

- a Except to the extent expressly provided hereto to the contrary, no third-party beneficiaries are intended under this Agreement.
- b This Agreement is binding on each party hereto and on each of its successors, assigns, heirs, legatees and legal representatives.
- c Neither Client nor Grant Thornton LLP shall assign any rights, obligations or claims relating to this Agreement without the consent, in writing, of the other Party, which shall not be unreasonably withheld.

5 Electronic Communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by Grant Thornton LLP or the Client. Electronic methods include telephones, cell phones, e-mail, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. Client agrees to the use of electronic methods to transmit and receive information, including confidential information.

6 Use of Third Party Service Providers and Affiliates

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd (GTIL), a global organization of member firms in over 110 countries. Member firms are neither members of one international partnership nor otherwise legal partners with one another. There is no common ownership, control, governance, or agency relationship among member firms. Grant Thornton LLP may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional Services. We may also use GTIL member firms, other affiliates of Grant Thornton LLP, or other accounting firms. Such entities may be located within or outside the United States.

Additionally, Grant Thornton LLP may use third-parties to provide administrative and operational support to Grant Thornton LLP business operations. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data. Such entities may be located within or outside the United States.

Notwithstanding the foregoing, should Grant Thornton LLP's provision of the services contemplated under this Agreement require dissemination of Client's confidential data outside of the United States, Grant Thornton LLP will obtain Client's written consent in advance of any such dissemination.

7 Hiring of Personnel

When we lose a valued member of our engagement team, we incur significant expenses in hiring and training replacements. Accordingly, during the term of this engagement and for a period of one (1) year after the Services are completed, Client agree not to solicit, directly or indirectly, or hire any of our personnel who participate in this engagement without our express written consent.

8 Privacy

Grant Thornton LLP is committed to protecting personal information. Grant Thornton LLP shall comply with M.G.L. chapters 66A and 93H and the Driver Privacy Protection Act of 1994, Public Law, No. 103-322, if Grant Thornton LLP becomes a holder of personal data. Grant Thornton LLP shall also protect the physical security and restrict any access to personal or Client data in its possession or used by Grant Thornton LLP in its performance of the Agreement, which shall include, but is not limited to Client's public records, documents, files, software, equipment or systems. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Client will be kept confidential and not disclosed to any third party unless expressly permitted by the Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Client with their personal information, which will be obtained, used, and disclosed by Grant Thornton LLP for its required purposes.

9 General Matters

- a The documentation (including the working papers) of the Services is the property of Grant Thornton LLP and constitutes confidential information. We will retain the documentation in accordance with our document retention policies, which may be amended from time to time.
- b Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.
- c Grant Thornton LLP understands and acknowledges that Client records are subject to the Massachusetts Public Records Law, G.L. c. 66.
- d Grant Thornton LLP certifies that it is not currently debarred or suspended by the federal government or by any entity of the Commonwealth of Massachusetts pursuant to any Massachusetts law or regulation.
- e Client may terminate the Agreement without cause and without penalty, or may terminate or suspend the Agreement if Grant Thornton LLP breaches any material term or condition or fails to perform or fulfil any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the agreement, or in the event of an unforeseen public emergency mandating immediate client action.
- f Record-keeping and Retention, Inspection of Records. Grant Thornton LLP shall maintain records, books, files and other data as specified in the Agreement and in such detail as shall properly substantiate claims for payment under this Agreement, in accordance with professional standards

and its bona fide document retention policy for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Client shall have access, as well as any parties identified under Massachusetts Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to all fee and expense records, including reproduction of such records at a reasonable expense.

Notwithstanding anything to the contrary herein, nothing in this Section or any audit or inspection called for by this Agreement shall violate or require Grant Thornton LLP to violate any of Grant Thornton LLP's professional standards as established by entities other than Grant Thornton LLP, privacy, confidential or legal obligations and provided further that Grant Thornton LLP's work papers and other proprietary materials are excluded from any audit.

g Dispute Resolution.

Any actions arising out of this Agreement shall be governed by the laws of Massachusetts and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusive jurisdiction thereof. Client, with the approval of the Attorney General's Office, and Grant Thornton LLP may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) or other mediation service of any contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section. This Agreement, including its formation and the parties' respective rights and duties, and all disputes that might arise from or in connection with this Agreement or its subject matter shall be governed by and construed in accordance with the laws of Massachusetts, without giving effect to conflicts of laws or rules.

- h Client acknowledges that any electronic media to be collected may have pre-existing damage or other problems, and that we and our affiliates and agents do not assume responsibility for such damage or further problems resulting therefrom. In addition, with respect to such Services, you have or will take responsibility that:
- i To the best of your knowledge and belief after due inquiry, Client has the right to be in possession of, or is the owner of, all equipment/data/media furnished to or collected by us on your behalf;
 - ii Such equipment/data/media is furnished to Grant Thornton LLP for a lawful purpose; and
 - iii Collection, possession, processing and transfer of such equipment/data/media comply with all applicable laws and regulations.
- i Client agrees to disclose the presence of Sensitive Data (such as Personal Health Information, Personal Financial Information, and/or Personally Identifiable Information) collectively Sensitive Data before such data are transmitted to Grant Thornton LLP.

**Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: *Grant Thornton LLP*
 CONTRACTOR VENDOR/CUSTOMER CODE: *VC 0050837487*
1 821 67 0000

INSTRUCTIONS: Any Contractor (other than a sole proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can not verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not wish released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Jimmy Pappas	Partner

I certify that I, Erik Lioy, am the National Managing Partner - Forensic Services for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



 Signature

Date: July 9, 2019

Title: National Managing Partner - Forensic Advisory Services

Telephone: 704-632-6915

Fax: N/A

Email: Erik.Lioy@us.gt.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: *Grant Thornton LLP*
CONTRACTOR VENDOR/CUSTOMER CODE: *0000000000*

PROOF OF AUTHENTICITY OF SIGNATURE

It is a requirement of MassDOT to verify the authenticity of signatures
for all signatories listed on the Contractor Authorized Signatory Listing

This Section MUST be completed by the Contractor Authorized Signatory in presence of a notary.

Signatory's full legal name (print or type):

Title:

X *[Handwritten Signature]*
Signature as it will appear on contract or other documents (Complete only in presence of notary)

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (FIRST ONLY) AS FOLLOWS:

I, *MARIE WOODS* (NOTARY) as I am a public notary that I witnessed the signature of the
aforementioned signatory above and I verified the individual's identity on this date:

July 10, *2019.*

My commission expires on: *July 20, 2020*

NOTARY NOTARY SEAL

I, *MARIE WOODS* (CORPORATE CLERK) as I witnessed the signature of the
aforementioned signatory above and I verified the individual's authority as an
authorized signatory for the Contractor on this date:

July 10, *2019.*

[Handwritten Signature]
AFFIX CORPORATE SEAL

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE: VC

INSTRUCTIONS: Any Contractor (other than a sole proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Jimmy Pappas	Partner

I certify that I, Erik Lloy, am the National Managing Partner - Forensic Services for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that those individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: July 9, 2019

Title: National Managing Partner - Forensic Advisory Services

Telephone: 704-632-6915

Fax: N/A

Email: Erik.Lloy@us.gt.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZATION DOCUMENT

Issued May 2014



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: YC

PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures for all signatories listed on the attached Contractor Authorization Letter.

This Section MUST be completed by the Contractor and signed by a notary in witness of notary.

Signatory's full legal name (print or type):

Title:

X *Jimmy P. Brown*
Signature as it will appear on contract or other documents (Consistently in presence of notary)

AUTHENTICATED BY NOTARY OR CORPORATE CLERK ONLY ONE AS FOLLOWS:

I, *MARIE WOODS* (NOTARY) as a notary public do hereby certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

July 10, 20*19*.

My commission expires on: *July 20, 2020*

APPLICABLE SEAL

I, *MARIE WOODS* (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, and I verified the individual's identity and authority as an authorized signatory for the Contractor on this date:

July 10, 20*19*.

Marie Woods
APPLICABLE SEAL