

AGREEMENT TO PROVIDE SPECIFIC REGISTRY OF
MOTOR VEHICLES SERVICES IN TWELVE AAA LOCATIONS

This agreement ("Agreement") is made and entered into by and between the Massachusetts Department of Transportation on behalf of its Registry of Motor Vehicles Division (the Massachusetts Department of Transportation) (hereinafter the "RMV"), a body politic and corporate, and public instrumentality of the Commonwealth, established and operating pursuant to M.G.L. c. 6C (formerly the Executive Office of Transportation and established pursuant to Chapter 25 of the Massachusetts General Laws of 2009, and, AAA Northeast (hereinafter "AAA"). The Terms and Conditions of this Agreement shall be binding upon either party's legal successor. The effective date of this Agreement shall be the date of execution by the Registrar of Motor Vehicles ("Registrar").

The parties to this Agreement agree that they are further bound by: The MassDOT Terms and Conditions; and the MassDOT Standard Contract form. All these referenced documents are incorporated in their totality by reference into this Agreement. In the event of any inconsistencies between this Agreement and MassDOT's forms, the terms of this Agreement shall prevail.

Recitations

WHEREAS, the RMV is committed to servicing customer needs without incurring additional costs and without an impact on RMV staff; and

WHEREAS, AAA is committed to providing its members increasing customer services;

WHEREAS, Chapter 166 of the Acts of 2009, amending Massachusetts General Laws Chapter 90, §30A½, was enacted by the Legislature to enable the Registrar to enter into agreements with automobile-related associations to provide RMV services to its membership, as a cost savings measure;

NOW THEREFORE, in consideration of duties and obligations set forth in this Agreement, it is agreed by and between the parties as follows:

Terms and Conditions

1. Purpose - The RMV and AAA agree to enter into this Agreement to Provide Specific Registry of Motor Vehicle Services in Thirty Four (34) AAA locations to expand Registry services to Massachusetts RMV customers who also are AAA members. The RMV services enumerated in this Agreement shall be offered in the AAA offices located in: Framingham; Saugus; South Dennis; West Springfield; Worcester; Westwood; Rockland; Burlington; Somerset; Newton;

Hadley: and, Newburyport AAA offices during AAA's regular business hours.¹
An additional eleven (11) offices will be located in:

1. Springfield
2. Auburn
3. Franklin
4. Quincy
5. Waltham
6. Raynham
7. Lowell
8. South Attleboro
9. Peabody
10. Fairhaven
11. Pittsfield

In addition, the following locations will be set up on a schedule to be determined by the RMV and AAA:

1. Webster
2. Greenfield
3. Acton
4. Leominster
5. North Reading
6. North Andover
7. Plymouth
8. Boston
9. Lawrence
10. Haverhill
11. Marlboro

During the Term of this Agreement and any extensions exercised thereafter, the parties may, upon written amendment, add or remove any AAA locations.

2. Term - This Agreement is effective as of the date of the Registrar's execution of this Agreement. The Initial Term of the Agreement shall be for five (5) years and all required performance under the Agreement shall commence on the date the parties determine in writing that AAA is ready to perform the enumerated RMV transactions. Prior to the expiration of the Initial Term, this Agreement may be extended for two (2) additional three (3) year periods ("Extension Period(s)"), which may be exercised by the mutual written agreement of both the RMV and AAA prior to the expiration of initial five (5) year Term or an Extension Period, as applicable. Said Extension Period(s) shall be requested in writing by AAA on or before the date that is two (2) months prior to the expiration of the Initial Term or Extension Period(s) of this Agreement. The RMV reserves the right to refuse said Extension Period request, in its reasonable discretion,

¹ These locations are already opened and operational.

which refusal shall be made in writing within one (1) week of the Extension Period request by AAA. In the event that an extension is agreed to by both the RMV and AAA, an amendment to this Agreement shall be executed specifying the amended term and any amendments to the Terms and Conditions.

3. Data Access - The RMV shall provide access to its database, known as the Automated Licensing and Registration System (ALARS), to qualified staff of AAA in order to perform the following RMV transactions for its membership:

- a. Registration Renewals and Duplicate Registrations for passenger vehicles, motorcycles, trailers and campers and limited commercial vehicles whose weight shall not exceed Fifty-Five Thousand (55,000) pounds.
- b. Registration Transfers or Amendments for passenger vehicles, motorcycles, trailers and campers and limited commercial vehicles whose weight shall not exceed Fifty-Five Thousand (55,000) pounds.
- c. Class D, M and DM License Renewals and Duplicates.
- d. Mass ID Renewals and Duplicates.
- e. Duplicate Titles (not requiring a Lien Release).
- f. Transactions a – c may include change of address.
- g. Change of address for any other RMV transaction.
- h. Distribution of E-Z Pass Transponders.
- i. Assignment of Veteran Status on Drivers Licenses and State ID's.

The RMV shall process all AAA transactions processed under this Agreement in the same manner as if AAA members had applied for the same in a RMV office.

4. Qualified AAA Staff - Qualified AAA staff ("AAA Staff") refers to any and all AAA employees who will, at any time, access ALARS to perform permitted transactions. Any such staff shall meet the following qualifications:

- a. AAA Staff shall have been subject to a Criminal Offender Record Information ("CORI") as provided by the Criminal History Systems Board. AAA Staff shall also have been subject to a Sex Offender Registry Information Report (SORI). These CORI/SORI reports shall be reviewed by a designated RMV Manager and if applicable by a designated AAA Manager. A AAA employee who has been convicted of a felony, or of any crime involving violence, dishonesty, deceit, indecency, and degeneracy or moral turpitude shall not be a qualified person to access the RMV database.

The RMV shall, upon notice of all AAA Staff, request the CORI and SORI reports from their respective government agencies.

- b. AAA Staff must have completed any and all required training as provided by the RMV (see infra.)
- c. AAA Staff must read and sign a Security Agreement, issued by the RMV, the original of which shall be filed with the RMV.
- d. AAA will ensure that in the event that any AAA Staff leaves employment with AAA, the RMV will be promptly notified and any and all access by such employee to RMV systems will be promptly terminated.

5. Equipment - AAA shall, at its sole expense, lease or buy for each AAA office described in Section 1, to be located at such office: one (1) Router; one (1) Server; Network Drops and one (1) Switch necessary to perform RMV transactions. The RMV shall provide and install all other equipment and provide related maintenance for two (2) counter stations per AAA office, to enable AAA to perform the RMV transactions described in Section 3, at the RMV's sole cost and expense. Upon the termination of this Agreement, the RMV will remove the counter stations at its sole cost.

6. Monthly Costs - AAA shall provide and be responsible for all fees connected with the wiring necessary and monthly fees related to performing electronic transactions, including as necessary, but not limited to the T-1 line.

7. Training and Supplies - AAA agrees that all AAA Staff that access ALARS shall undergo training provided by the RMV on the use of ALARS, as well as the legal limitation on the use and protection of personal information contained in ALARS. All supplies of paper/stickers to be used in connection of producing a license or registration renewal shall be provided by the RMV at its sole cost and expense on an on-going and as-needed basis.

8. Reporting and Metrics - AAA and RMV agree to meet not less than monthly to assess location performance, training issues, customer reviews, electronic connectivity issues and inclusion of emerging technologies and use of social media. AAA will provide to RMV a monthly written record which provides data regarding the number and type of customer transactions per location. Such record shall be cumulative.

9. Project Plan - As the parties' first obligation, AAA and RMV shall establish the identity of the Project Manager for each assigned to the roll-out of AAA locations. With the exception of marketing efforts, the Project Managers shall serve as a single point of contact. Further, AAA and RMV will immediately draft a mutually agreed upon working Project Plan which shall detail all required activities to roll-out the phased AAA locations set forth in Section 1 of this Agreement. This Project Plan shall estimate the number of

days for each activity and identify all AAA and RMV resources necessary to reach deadlines until each AAA location has been opened.

10. Statutory and Regulatory Obligations – AAA shall not use any RMV data obtained pursuant to this Agreement for any purpose that is not permitted under Massachusetts or Federal laws, rules or regulations, as may be amended from time to time. Furthermore, AAA agrees that it will comply with all applicable laws and regulations respecting access to and use of RMV data, including the Federal Driver Privacy Protection Act (the “DPPA”) (18 U.S.C. §2721 et seq.), Massachusetts General Laws, Chapter 93H and 93I, 201 C.M.R. 17 and Executive Order 504 (which Certification Agreement is included in this Agreement as Exhibit A). AAA will comply fully with the terms and conditions of such laws and all other current or future applicable laws and regulations, state or federal, regarding access to and use of personal information. At all times AAA will use commercially reasonable efforts to implement industry standard best practices to safeguard personal information.

At all times, AAA shall use commercially reasonable efforts to use industry standard best practices to ensure that it has met all Payment Card Industry (“PCI”) standards in both its operations and physical location. This shall include, but is not limited to: cameras that capture images of the Network Cabinet and the POS, Network Room door locks, and locking network cabinets.

11. Data Retention/Destruction - AAA shall at all times adhere to the data retention and destruction requirement of Chapter 93I and the Public Records Laws. It shall deliver all transactional documentation to the AAA Auditing Office located at 110 Royal Little Drive, Providence, RI 02904 on the third business day following the transaction date. The AAA Auditing Office, after receipt of the documentation, shall deliver the originals on not later than the fifth business day following the transaction date, to the RMV Quincy Headquarters.

AAA shall not allow RMV documentation or access to any RMV systems containing personal information to be within view of any non-qualified staff, any customer of AAA, or any party permitted by AAA to enter onto the AAA premises for janitorial, consultant, or other purposes (other than AAA’s external or internal auditors, attorneys or the AAA Auditing Office, who shall be subject to all provisions of Section 10 of this Agreement). AAA shall keep any and all RMV documentation containing personal information, in a limited access, locked and secured location.

12. Marketing – Both parties will implement an introductory and on-going public relations campaign to inform and educate its members about its services and locations. (See Marketing and Communications Plan attached hereto as Exhibit B.)

13. Processing of Monies - AAA will accept cash payments, a personal check, money order payable to AAA, or credit card (MasterCard, Visa, Discover, or American Express), to process an RMV transaction hereunder. The RMV shall be responsible for the payment of all merchant fees related to credit card transactions. As per the approval

of the State Treasurer and the Secretary of Administration and Finance, and in accordance with M.G.L. c. 30, § 27, AAA will, by an electronic funds transfer (EFT), according to the procedures adopted by the RMV, deliver to the RMV account in not greater than one (1) week from the date of each transaction all monies collected by AAA and owed to it for the RMV transactions which occurred through this Agreement on the immediately preceding business day, less the aggregate amount of outstanding previously dishonored checks for which payment has previously been made by AAA to RMV. AAA shall have no liability or obligation of any kind to RMV on account of dishonored checks or payment to RMV following deposit into the designated RMV account, unless said occurrence is the result of the willful misconduct of an AAA employee.

Subject to the foregoing, AAA shall assume responsibility to collect and account for the total fee receipts for all RMV transactions hereunder, and it guarantees that, in all events that it shall deposit to the credit of the Massachusetts Department of Transportation, Registry of Motor Vehicles Division the amount of such total receipts constituting monies paid. AAA shall only assess the fee permitted by Massachusetts State Law or Regulation for RMV transactions hereunder.

14. Auditing – Pursuant to Executive Order No. 195, Section 4, “[t]he Governor or his designee, the secretary of administration and finance and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations” of data of AAA which pertain to the performance of the provisions and requirements of this Agreement.

AAA shall prepare and maintain a sufficient record of services performed, to enable the RMV to verify all transactions performed under this Agreement. The RMV may in its reasonable discretion audit at the AAA office, all RMV related documentation and processing, at its expense. Except in instances of imminent harm as determined in the sole discretion of the Registrar, said audit may be done with three business (3) days prior telephone notice to the AAA President, or in his absence, the AAA Chief Financial Officer. It shall be done with the complete cooperation of AAA. In the event that an RMV audit reveals discrepancies between AAA and RMV record keeping that are determined to be AAA’s error, the RMV may require AAA, at its sole cost, to provide a financial audit from an independent accounting firm acceptable to the RMV.

15. Indemnification - AAA agrees to defend, hold harmless and indemnify the RMV, the Massachusetts Department of Transportation and the Commonwealth of Massachusetts and their respective employees and authorized agents (“RMV Indemnified Parties”) from any and all third party claims, actions, damages, or losses which may be brought or alleged against them for AAA’s negligent, improper, or unauthorized access, use or dissemination of the personal information contained in ALARS.

AAA shall indemnify and hold harmless the RMV Indemnified Parties against any liability, claim, loss, damage or expense, of every nature and kind in law or equity, arising out of or in connection with any third party claim alleging misuse or misappropriation by AAA of any RMV data obtained from RMV; any failure of AAA to

comply with any applicable provisions of state or Federal laws or regulations regarding privacy of motor vehicle records or data; any failure by AAA to safeguard and limit access to the RMV data as required herein; or any misuse or misappropriation of credit card information used in connection with the RMV services provided by AAA; and/or any other negligent acts or omissions of AAA or its employees or agents in connection with the performance, exercise, or enjoyment of this Agreement, including without limitation reasonable attorney's fees and other costs of defending any such claim or action. Notwithstanding the foregoing, AAA shall have no obligation to indemnify the RMV Indemnified Parties to the extent the claim arose as a result of the negligent act or omission on a RMV Indemnified Party, as a result of RMV provided equipment or the RMV network. The obligations under this Section shall survive the Termination of this Agreement.

AAA shall have no liability or obligation under this Agreement on account of: (a) the inability to provide Registry services, the delay in providing such services or errors in transmitting information to RMV or its vendors arising by reason of failure of or defects in the equipment provided by the RMV, (b) interruptions in data transmissions, (c) labor difficulties, Acts of God, or other causes beyond the reasonable control of AAA, (d) actions taken or not taken by AAA in good faith, (e) actions taken in accordance with applicable policies, or procedures or standards of the RMV. AAA specifically acknowledges that except for acts or omissions that constitute negligence or willful misconduct or violation of law by the RMV and any of its employees or agents, AAA and its employees and agents shall be liable to the RMV, the Massachusetts Department of Transportation or the Commonwealth of Massachusetts for any costs, claim, liability, damage, expense, lost production, or any other loss of any nature or kind, in law or equity, in connection with or in any way arising from or related to any act or omission of AAA and any of employees or agents in connection with this Agreement, that is a breach of this Agreement, is negligent or constitutes intentional willful misconduct.

The obligations under this Section shall survive the Termination of this Agreement.

16. Limitation of Use - AAA agrees that its sole use of ALARS shall be for the processing of the RMV transactions described in Section 3. Any other use shall be in violation of this Agreement for which the RMV may terminate this Agreement. Any damages that accrue from the misuse of ALARS by AAA employees or agents will be the responsibility of AAA to legally and financially redress. Information supplied by the RMV shall not be used to create or update a file that the AAA develops for its own source of driving history records or other motor vehicle data.

17. Limited Authority - AAA will act under a limited authority from the RMV to perform the functions described in this Agreement. AAA shall not hold itself out as having authority from the RMV for any other purpose than for the RMV transactions hereunder. AAA has no authority, either express or implied, to bind the RMV or any of its employees, or to incur any obligation on behalf of the RMV or any of its employees. RMV has no obligation to pay any consideration to AAA in exchange for AAA's performance of Registry services and the purpose of this Agreement is to facilitate

delivery of Registry services for AAA members. There will be no revenue paid by the RMV to AAA for the RMV services AAA provides to its members.

18. Termination - This Agreement shall be immediately terminated upon any material breach of any covenant by either party without advance notification, or if the performance of this Agreement by the RMV is made impossible or impractical, as determined in the sole judgment of the RMV, by any order of any Court or any action of the Legislature of the Commonwealth of Massachusetts. Notice of termination shall be in writing signed by a duly authorized representative of the terminating party and deposited with the United States Postal Service correctly addressed and postage prepaid.

19. Non-Assignment - Neither party shall assign or in any way transfer any interest in this Agreement provided however that AAA Northeast may assign this Agreement by change of control or otherwise to an affiliate. This Agreement shall binding on and inure to any successor.

20. Non-Exclusivity - AAA acknowledges that this Agreement is not an exclusive agreement. At its sole discretion the RMV may enter into agreements with other parties for the same or similar services as provided by this Agreement, on such terms and conditions as the RMV determines, which may or may not be the same or similar to the terms and conditions contained herein.

21. Notice - Any notice required or permitted by this Agreement shall be addressed as follows:

To the RMV:

BY MAIL

Massachusetts Registry of Motor Vehicles
10 Park Plaza, 3rd Floor
Boston, MA 02116
Attention: Legal Department

To AAA:

BY US CERTIFIED MAIL, RETURN RECEIPT REQUESTED:

AAA Northeast
110 Royal Little Drive
Providence, RI 02904-1863
Attn: President and Chief Executive Officer

With a copy to

AAA Northeast
110 Royal Little Drive
Providence, RI 02904
Attention: Legal Department

or to such different address as a party may, from time to time, designate by written notice.

22. Non-Discrimination - AAA shall not discriminate against any qualified employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. AAA agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination.

23. Forum - AAA agrees to bring any federal or state legal proceedings arising under this Agreement in which the RMV, the Massachusetts Department of Transportation and or Commonwealth of Massachusetts on account of this Agreement, is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts, but this provision shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

24. Notice of Litigation - Either party shall immediately contact the other in the event that either is sued or otherwise made a party to any judicial proceeding on account of this Agreement.

25. Complete Instrument - This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral agreements between the parties with respect to subject matter hereof. This Agreement may be changed, modified or amended at any time only by an instrument in writing, signed by duly authorized representative of both parties hereto.

26. Severability - The RMV and AAA agree that, in the event that any portion of this Agreement is determined to be impracticable or unlawful, the remaining portions of this Agreement shall survive and bind the parties.

27. Amendments: This Agreement may be changed, modified, or amended only by written agreement signed by both the RMV and AAA.

28. Data Access Breach - AAA shall promptly notify the Legal Department, via written and telephonic communication, in the event of any improper access to personal information in accordance with G.L. c. 93H, and 201 C.M.R. 17, and Executive Order 504, provided it is authorized to do so by applicable law enforcement.

29. Counterparts - This Agreement may be executed in counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but both of which together will constitute one and the same instrument.

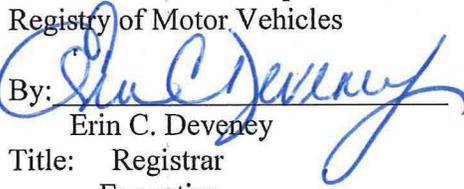
30. Trademarks. AAA grants RMV a nonexclusive, nontransferable, non-assignable limited license to use its proprietary logos, name, graphics or trademarks ("Marks") solely during the term hereof and solely in accordance with the provisions of this Agreement. Notwithstanding the foregoing sentence, RMV agrees to obtain AAA's

specific written permission and approval prior to each intended use of any Marks. AAA shall respond to requests for approval within three (3) business days and such approval shall not be unreasonably withheld. As between the parties, AAA owns each of the trademarks and logos provided by it in connection with this Agreement free and clear of all liens, encumbrances, and claims of any kind except rights of the American Automobile Association, Inc. The AAA emblem is the property of the American Automobile Association, Inc. and, upon expiration or cancellation of this Agreement, RMV agrees to discontinue immediately the use of the AAA emblem in any manner whatsoever and to surrender any material containing the emblem to AAA. During the term of this Agreement, RMV shall use the AAA emblem only in conformance with the rules and regulations with respect to the use of the emblem promulgated by the American Automobile Association, Inc. from time to time. AAA approved usages of the AAA emblem shall be deemed to conform to such regulations. It is expressly agreed as between the parties that AAA retains full ownership of the emblem and registration thereof.

31. Limitation of Liability. But for the exception of the indemnification obligations by AAA pursuant to Section 15 of this Agreement, neither party shall be liable under this Agreement (whether in an action of negligence, contract or tort, or based on a warranty or otherwise) for loss of profits, revenue, or inaccuracy of data, or for any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of damages.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed by their duly authorized officials or officers.

The Massachusetts Department of Transportation
Registry of Motor Vehicles

By: 

Erin C. Deveney

Title: Registrar
Executive

Date: JUNE 15, 2016

AAA Northeast

By: 

Mark A. Shaw

Title: President and Chief
Officer

Date: APRIL 29, 2016



Exhibit A

Executive Order 504 Contractor Certification Form

BIDDER/CONTRACTOR LEGAL NAME:

BIDDER/CONTRACTOR VENDOR/CUSTOMER CODE:

Executive Order 504: For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

- (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;
- (2) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;
- (3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;
- (4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract;
- (5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Bidder/Contractor Name: _____.

Bidder/Contractor Authorized Signature: _____.

Print Name and Title of Authorized Signatory: _____.

Date: _____.

This Certification may be signed once and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Exhibit B

MARKETING AND COMMUNICATIONS PLAN

MassDOT RMV and AAA will collaborate on a series of marketing / communications initiatives to ensure that AAA members are made aware of the expansion of the RMV / AAA program and that members know which offices they can visit to avail themselves of registry services. The initiatives may include, but are not limited to, the following:

New Location Marketing

- The RMV and AAA will jointly plan and hold ribbon cuttings / grand openings for each new AAA office being added in 2016 and 2017. Both parties will encourage participation from area media and local officials at these events. AAA's regional club publications, website, Facebook page and e-blasts will prominently chronicle each opening with relevant photos and news articles.
- The RMV and AAA will coordinate issuance of press releases on the day of openings and media advisories 24-48 hours in advance of openings, followed by phone calls to media to generate coverage at the event, announcing the expansion of the RMV / AAA relationship and will use all means at their disposal to garner the most media possible in support of this effort.
- The RMV will feature the new location on its website under "Announcements". MassDOT will also highlight the new location on its webpage. The RMV will tweet and post on social media about the new location via the RMV's Twitter page and MassDOT social media channels.
- Once the new branches have begun offering services, AAA will dedicate a 'President's Column' to that milestone. Additionally, AAA will include one front-page piece on the expansion agreement and a feature article, halfway through the roll-out on the status of the expansion. AAA may include an additional 2-3 articles on the RMV services throughout the year.
- Several months following the ribbon cuttings, AAA will feature member testimonials describing the value of the expanded program and also re-emphasize the added convenience that AAA's Saturday hours provide to motorists.
- On a monthly basis throughout the term of this agreement, AAA will feature appropriately-sized ads in its club publication informing members of which AAA offices offer registry services and what transactions can be completed therein.

AAA.com Website

- Availability of registry services on club's website homepage. Additionally, provide a link to the web page(s) where members can find detailed descriptions of each registry transaction offered by AAA. Once RMV is rolled out to all branches in MA, registry services will be prominently displayed in a top level drop down in the homepage navigation.
- The RMV and AAA will give each other 24-hour notice of social media postings with the intent of allowing the other party to share, post or retweet the content.

Digital Marketing

- Include registry offerings via AAA's e-Update (large-scale member e-blast) minimally four times a year (bi-monthly during the roll-out phase) – reaching approximately 300,000 members.
- AAA will consult RMV to schedule targeted e-blasts ahead of known periods of high customer volume based upon renewal forecasts. RMV will provide a calendar with this agreement for CY 2015/2016.
- Upon launching RMV services in a AAA office, AAA will send out one geo-targeted e-blast promoting the new offerings in that branch. Additionally, at least four times per year, and until all branches have been deployed, AAA will send out geo-targeted e-blasts touting registry services to members residing within 10 miles of each AAA branch offering registry services. Anticipated reach – 15,000 members per branch. Emails will also include a “Did You Know” angle depending on the time of year.
- Develop bi-weekly geo-targeted Facebook posts promoting the service, with a particular focus on informing the public of the new offices.
- AAA to create a 4-week campaign promoting registry services at AAA branches throughout the state. Ads will be served up on various third party web sites and mobile apps to both members and non-members living within a 15 mile radius of the AAA branch with RMV services who have previously searched online for registry information. Anticipated reach is one million impressions. The RMV and AAA will collaborate to detail the focus of this campaign.
- AAA will shoot and edit two videos featuring member testimonials to run online at AAA.com/Registry and be promoted on RMV and AAA social media.
- MassRMV.com will regularly feature on its homepage the AAA partner branches where RMV services are available.

- MassDOT's main webpage will also feature the AAA partner branches
- RMV will feature a monthly Ad promoting AAA registry services in the RMV e-newsletter; RMV News.

AAA Branch offices

- Display in all AAA offices prominent posters listing all branches that offer RMV services.
- Display counter cards promoting RMV services.
- Display RMV / AAA registry services, on a regular rotation, on all external AAA branch electronic signs wherever available.
- AAA and RMV will display the availability of RMV services at AAA on in-branch hi definition television screens as applicable.

Additional Support / Member Outreach

- In all communications affecting RMV branch outages or issues, MassDOT RMV will include mention of the nearest AAA branches offering alternative service and that service is available on Saturdays.
- AAA will include the availability of RMV services as an insert in renewal mailings 3-4 times per year on an agreed upon schedule.
- The RMV will feature AAA renewal options in the RMV Vehicle Registration Renewal form. Sent out monthly. As well a color Ad with AAA registry locations listed.
- Include RMV services information in AAA New Mover packets and New Member Welcome Kits reaching approximately 27,000 members per month.
- At a minimum of two times per year, AAA will include mention of RMV services on current Total Traffic network spots purchased to promote AAA's core product offerings.
- AAA and RMV will collaborate to identify local cable access programs in the across the Commonwealth where the AAA and RMV relationship can be promoted.
- The RMV and AAA will collaborate to produce promotional signage directing AAA members at RMV offices to the nearest AAA branch offering registry services. These signs will carefully note exactly which services can be transacted at AAA offices.