

WILD SYSTEM LICENSE DEALER CONTRACT



Washington
Department of
**FISH &
WILDLIFE**

DATE:

DEALER NUMBER:

BUSINESS NAME:

BUSINESS OWNER NAME:

BUSINESS LOCATION/PHYSICAL ADDRESS:

STREET:

CITY:

STATE:

ZIP CODE + 4:

MAILING ADDRESS (if different):

STREET:

CITY:

STATE:

ZIP CODE +4:

COUNTY:

TELEPHONE NUMBER:

EMAIL ADDRESS:

CONTENTS

1. PURPOSE..... 3

2. DEFINITION OF TERMS 3

3. WDFW OBLIGATIONS 5

4. GENERAL LICENSE DEALER OBLIGATIONS 5

5. FINANCIAL RESPONSIBILITIES 9

6. LICENSE DEALER REMEDIES..... 11

7. FINANCIAL REMEDIES 12

8. TERMINATION 12

9. CYBERSECURITY AND DATA BREACH RESPONSE..... 13

10. MISCELLANEOUS PROVISIONS 14

APPENDIX A..... 17

1. Browser Compatibility with the WDFW Licensing System..... 17

2. Computer Requirements..... 17

3. Printing Requirements..... 18

4. Alignment with Dealer Obligations and Security Standards 18

WILD System License Dealer Contract

THIS CONTRACT IS ENTERED INTO BY AND BETWEEN the Business Owner, named above, (hereinafter referred to as the "License Dealer") and the Washington Department of Fish and Wildlife (hereinafter referred to as "WDFW" or "the Department")

1. PURPOSE

This contract establishes the obligations and responsibilities of both parties regarding the Washington Department of Fish and Wildlife's (WDFW) selection and authorization of License Dealers. It governs the License Dealer's role in the sale of fishing licenses, hunting licenses, specialized commercial licenses, and other official licensing documents. WDFW and the License Dealer mutually agree to the provisions of this agreement.

2. DEFINITION OF TERMS

2.1 Automated Clearing House (ACH)

A nationwide electronic funds transfer system regulated by the National Automated Clearing House Association (NACHA), which facilitates the secure and efficient movement of funds between financial institutions.

2.2 Clerk

An individual within the License Dealer who does not supervise personnel. Clerk permissions are limited to conducting sales of License Documents through the WILD System.

2.3 Dealer Fee

The statutorily authorized fee License Dealers may assess per transaction and retain in consideration for carrying out this agreement. This fee constitutes the compensation provided to dealers. The WILD system automatically calculates and applies the fee.

2.4 Dealer-Owned Point-of-Sale (POS) Equipment

Dealer-owned computing devices and printers used to access the WILD system. Technical requirements are contained in Appendix A and may be updated by WDFW with written notice.

2.5 Deposit Account

A bank account established by the Owner at a financial institution approved by the State Treasurer, designated to receive Automated Clearing House (ACH) debits for all License Document funds.

2.6 H.I.P. Survey

A federally mandated Harvest Information Program (HIP) survey administered during the WILD Point-of-Sale transaction process. This survey collects data related to the hunting of designated small game species.

2.7 License Dealer

A business entity authorized by the Washington Department of Fish and Wildlife (WDFW) to conduct license sales at its designated physical location.

2.8 License Documents

Licenses, Discover Passes, tags, permits, and related items sold or issued through the WILD system.

2.9 License Document Funds

All monies collected from the sale of License Documents, excluding Dealer Fees. These funds are considered public monies, and any personal use or misappropriation is unlawful and subject to penalties under the statutes of the State of Washington.

2.10 License Dealer Personnel

Individuals employed by, or acting on behalf of, the License Dealer, including clerks, managers, and owners, who are authorized to facilitate the sale and issuance of License Documents.

2.11 License Transactions

A Dealer Fee applies to the purchase of a license. If multiple licenses are purchased for a single customer during the same transaction, the total Dealer Fee shall not exceed \$2.00.

2.12 Manager

An individual responsible for supervising personnel with access to the WILD System at the License Dealer. The Washington Department of Fish and Wildlife (WDFW) will assign specific user permissions and roles to each Manager, including access to financial reports, and the authority to create new WILD System clerk usernames.

2.13 Non-License Items

A Dealer Fee of \$0.50 applies to each non-license item sold. Examples of such items include, but are not limited to, transport tags, migratory bird permits, raffle tickets, and special hunt applications.

2.14 Non-Sufficient Funds (NSF)

An NSF event occurs when the ACH sweep of the Deposit Account fails to debit the full amount of License Document funds owed for the previous week's Transactions.

2.15 Owner

The owner or proprietor of a License Dealer, or a designated representative of a corporate entity, authorized to oversee License Document sales. This individual is responsible for ensuring the License Dealer's compliance with the terms of this Contract.

2.16 Printed but Not Issued License Documents

Printed documents not delivered to customers due to error, cancellation, or void.

2.17 Transaction

A single sales event in which one or more License Documents are purchased or issued.

2.18 Transaction Fee

A fee applied to license transactions to support the ongoing development, operation, and maintenance of the WILD system. This fee is automatically calculated and applied by the system at the time of sale. This is a portion of the License Document Funds.

2.19 WDFW

Washington Department of Fish and Wildlife.

2.20 WDFW Dealer Account Representative

A WDFW staff member assigned to a specific geographic region of the state. This representative provides support and oversight to all License Dealers within their designated area.

2.21 WDFW Licensing Division

The WDFW unit responsible for managing all License Dealer accounts and overseeing related business operations, including compliance, support, and administration of licensing activities.

2.22 WILD

The Washington Interactive Licensing Database (WILD) is the automated licensing system operated by the Washington Department of Fish and Wildlife (WDFW) for the sale of WDFW License Documents.

3. WDFW OBLIGATIONS

3.1 Authorization to Sell

WDFW shall authorize the License Dealer to sell License Documents on its behalf.

3.2 Sales Reporting

WDFW shall provide the License Dealer with access to detailed and summary reports on a daily, weekly, and monthly basis.

3.3 ACH Reporting

By 2:00 p.m. each Monday, WDFW shall make available reports detailing the funds that have been or will be collected via ACH debit (sweep) for the prior week's License Document sales conducted through Dealer-Owned POS Equipment.

3.4 Operational Support

WDFW shall provide all necessary training materials, and guidance required for the License Dealer to conduct license sales. WDFW shall provide reasonable notice of the required specifications and will make training and support resources available to assist Dealers with the transition. WDFW reserves the right to suspend system access for non-compliant users who are not timely with training requirements.

3.5 Contact Information

WDFW shall furnish the License Dealer with current contact information for the assigned WDFW Dealer Account Representative.

3.6 Right to Monitor and Investigate

WDFW reserves the right to monitor, audit, and/or investigate the License Dealer's handling of personal information under this Contract as described in paragraph 4.8.4. This may include techniques such as "salting," wherein unique but false records are placed in a database to detect unauthorized disclosures.

4. GENERAL LICENSE DEALER OBLIGATIONS

4.1 Compliance with Laws, Policies, and WDFW Guidance

The License Dealer agrees to comply with all applicable laws, rules, processes, policies, and License Document issuing instructions as provided by WDFW. WDFW will furnish relevant materials and oral or written guidance to support compliance.

4.2 Assistance and Technical Support from WDFW

The License Dealer agrees to contact WDFW for assistance with questions related to License Document issuance, system access, or technical issues involving Dealer-Owned POS Equipment.

4.3 License Document Sales

WILD System License Dealer Contract

The License Dealer agrees to sell and/or issue License Documents and adjunct items offered by WDFW, and to ask all questions and record purchaser responses for the federal H.I.P. surveys at the time of the sale. These activities shall be conducted using Dealer-Owned POS Equipment that meets the technical specifications outlined in Appendix A.

4.4 Plain-Paper Printing and Document Handling

All licenses and related documents shall be printed using dealer-owned printers and standard 8.5" x 11" white paper. Technical specifications for printer hardware, paper type, ink requirements, and print quality standards are detailed in Appendix A. Dealers are responsible for ensuring their equipment and supplies meet these specifications.

Printed but Not Issued License Documents must be destroyed and logged within one (1) business day. Destruction must occur on-site using secure, irreversible methods.

Acceptable destruction methods include:

- Cross-cut shredding
- Incineration
- Secure disposal in locked bins designated for confidential materials

License Dealers must maintain a log of each destruction event, including:

- Date and time of destruction
- Reason for non-issuance (e.g., error, void, cancellation)
- Document type and quantity
- Name of the staff member who performed the destruction

Records must be retained for a minimum of three (3) years and are subject to audit by WDFW at any time. Under no circumstances shall printed but not issued License Documents be mailed back to WDFW or stored for future use.

4.5 Current Business Information

The Owner is responsible for notifying the assigned WDFW Dealer Account Representative prior to any changes in the following: business name, address, phone number, email address, business ownership, management, Owner designation, banking account information, or any updates affecting the Dealer-Owned POS Equipment or data connection to the WILD e-commerce platform.

4.6 Physical Security and Privacy Standards

The License Dealer shall acquire, maintain, and safeguard all point-of-sale (POS) equipment used to access the WILD system, including computers, printers, and other hardware and software necessary to issue License Documents and conduct related transactions. All equipment must meet the Washington Department of Fish and Wildlife (WDFW)'s current technical specifications and be configured to ensure secure access to the WILD system, as outlined in Appendix A – Technical Specifications for Dealer-Owned Point-of-Sale (POS) Equipment and Supplies. Appendix A is incorporated by reference and may be updated by WDFW with notice to License Dealers. License Dealers must comply with the most current version.

The License Dealer shall implement and maintain appropriate physical, electronic, and managerial safeguards to protect personal information collected, used, or acquired in connection with this contract. Such information shall be used solely for the purposes outlined herein and may not be

released, divulged, published, transferred, sold, or otherwise disclosed to unauthorized persons without the express written consent of WDFW or as permitted by law.

Upon expiration or termination of this agreement, the License Dealer shall return or securely destroy all personal information collected, used, or acquired in connection with implementing this agreement as directed in writing by WDFW.

4.6.1 Breach and Indemnification

A breach of Section 4.6 (Physical Security and Privacy Standards) is the basis for immediate termination under section 8 and other remedies permitted by law. The License Dealer agrees to indemnify and hold harmless WDFW for any damages resulting from unauthorized use or disclosure of personal information by License Dealer Personnel.

4.6.2 Personal Information

For purposes of this provision, “personal information” includes, but is not limited to, data identifiable to an individual that relates to health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, Social Security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers, and other unique identifiers.

The License Dealer shall treat all personal information as confidential and shall collect, use, store, and disclose such information only as expressly authorized under this Contract or as required by law. Any unauthorized use or disclosure of personal information shall constitute a breach subject to enforcement under Section 8.

4.6.3 Oversight Responsibilities

The License Dealer Owner or Manager shall oversee Clerks conducting license sales and related activities to ensure the protection of customer personal information and secure access to the WILD system. This includes creating and managing individual login credentials for all License Dealer Personnel to access the WILD system, assigning each user of the WILD system a unique username and password, prohibiting the sharing of WILD system credentials, and promptly deactivating WILD system accounts for staff who leave employment or no longer require access. Additionally, the License Dealer is responsible for ensuring that all personnel complete the training requirements outlined in Section 4.10.

4.7 License Dealer Customer Service Conduct

License Dealer Personnel shall conduct themselves in a manner that upholds public confidence in the integrity of the WILD Licensing System and WDFW. In performing duties under this Contract, the License Dealer shall not discriminate against any individual based on race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, disability, veteran status, or any other characteristic protected by applicable federal, state, or local law. Failure to adhere to these principles of conduct is the basis for immediate termination under section 8 of the Contract by WDFW.

4.8 Dealer-Owned POS Equipment and System Access

All Dealer-Owned POS equipment and supplies must comply with technical specifications in Appendix A. This section addresses responsibilities related to authorized personnel access and use of equipment.

4.8.1 Equipment Security and Maintenance

The License Dealer shall ensure that only authorized personnel have access to POS equipment and printed documents and shall secure such materials to prevent unauthorized use. The License Dealer is solely responsible for the protection, maintenance, and replacement of dealer-owned equipment used under this Contract.

4.8.2 Connectivity Requirements

The License Dealer shall acquire and maintain, at their own cost, a reliable high-speed internet connection suitable for accessing the WILD system. The License Dealer is responsible for resolving any connectivity issues that interfere with system access or transaction processing.

4.8.3 User Credentials and Access Control

See Section 4.6.4 for requirements related to user credentials, access control, and account deactivation procedures.

4.8.4 WDFW Access and Support

The License Dealer shall allow WDFW and/or designated representatives access to the premises during regular business hours, or at other mutually agreed times, for the purposes of conducting training, performing audits, or providing technical support related to WILD system operations. WDFW also reserves the right to audit Dealer-Owned POS equipment to confirm compliance with the technical standards in Appendix A.

4.8.5 Dealer Costs

The License Dealer is solely responsible for all costs associated with the procurement, installation, maintenance, repair, replacement, and operation of Dealer-Owned POS equipment, and approved consumable supplies. This includes expenses related to internet connectivity, security software, and any upgrades required to maintain compliance with WDFW's minimum technical standards as outlined in Appendix A. WDFW will not reimburse or subsidize such costs.

4.9 Transition to Dealer-Owned POS Equipment and Supplies

Effective March 31, 2026, WDFW will no longer provide point-of-sale (POS) hardware, printers, or durable license stock to License Dealers. All License Dealers must procure, configure, maintain, and secure their own POS equipment and approved supplies, in strict accordance with the technical standards outlined in Appendix A – Technical Specifications for Dealer-Owned POS Equipment, Software, and Supplies.

WDFW shall provide written notice of any updates to the technical specifications in Appendix A and will make training and support resources available to assist Dealers with the transition. Failure to acquire, configure, and maintain compliant POS equipment, software, and supplies that comply with Appendix A by the effective date is the basis for suspension of WILD system access until compliance is achieved. Continued non-compliance may result in termination of this Contract under Section 8.

4.10 Training Requirements

All License Dealer Personnel must complete required training prior to conducting any sales transactions or accessing the WILD system. Training ensures consistent, secure, and compliant use of the WILD system and supports high-quality customer service.

4.10.1 Training Scope and Responsibilities

License Dealer Personnel who process transactions or access the WILD system must:

- Complete the initial License Dealer Training Module prior to assignment to WILD system-related duties.
- Review optional and periodic mandatory training modules provided by WDFW within five (5) days of notification by WDFW that these modules are available.
- Familiarize themselves with system materials and updates within three (3) business days of release.
- Read WDFW broadcast messages and apply relevant guidance immediately.
- Coordinate with WDFW to arrange additional or refresher training within ten (10) business days of notification of need or request by WDFW.

The Dealer Owner is responsible for ensuring that all applicable staff complete required training and remain current with updates. All required training must be documented and retained by the Dealer for audit purposes.

4.10.2 Access Restrictions for Non-Compliance

License Dealer Personnel who fail to complete required training may be restricted from accessing the WILD system until training is successfully completed. WDFW reserves the right to suspend system access for non-compliant users.

4.10.3 Training Waivers

The WDFW Licensing Division may, at its discretion, waive training requirements for specific License Dealers based on prior experience, performance history, or other qualifying criteria.

5. FINANCIAL RESPONSIBILITIES

5.1 Dealer Compensation

The Dealer Fee, as defined in Section 2.2, constitutes the sole and exclusive compensation to which a License Dealer is entitled under this Contract. The Dealer Fee is automatically calculated and applied by the WILD system in accordance with the established rates for license transactions (Section 2.2.1) and non-license items (Section 2.2.2). License Dealers shall not receive, request, or retain any additional compensation, reimbursement, or financial benefit from WDFW or any third party in connection with the sale, issuance, or handling of License Documents. No other form of payment, commission, or incentive shall be authorized or implied.

5.2 Deposit Account

The License Dealer shall establish and maintain a bank account with a financial institution that supports ACH debits/withdrawals and is acceptable to the Washington State Treasurer. This account shall be used exclusively for the deposit and remittance of all License Document Funds (excluding the Dealer Fee).

5.2.1 Account Information Submission

The License Dealer is responsible for providing accurate and complete banking details to the WDFW Licensing Division within five (5) business days of contract execution or upon request by WDFW. Required information includes:

- Name and address of the financial institution
- Account and routing numbers

WILD System License Dealer Contract

- Account type (checking or savings)
- Bank telephone number
- Any other relevant information required by WDFW at its request.

License Dealers must promptly notify WDFW of any changes to banking details within three (3) business days of the change to ensure uninterrupted financial processing.

5.2.2 Notification of Changes

The License Dealer must notify the WDFW Licensing Division within three (3) business days of any changes to the Deposit Account information. Notification must include updates to bank name, address, account and routing numbers, bank contact information, approved designees, and any applicable access credentials.

5.3 License Document Funds Remittance

The License Dealer agrees to remit all License Document Funds due to WDFW via weekly ACH debit from the established Deposit Account.

5.3.1 Funds Held in Trust

License Document Funds, excluding the Dealer Fee, shall be held in trust for WDFW. WDFW will initiate a weekly ACH debit to collect these funds from the License Dealer's deposit Account.

5.3 Weekly Sweep Schedule

Funds must be deposited and available in the Deposit Account to cover all the License Document fees sold from 12:00 a.m. Sunday through 11:59 p.m. Saturday. These funds must be available by the close of business each Tuesday for processing by the State Treasurer on Wednesday. If a federal or state holiday that closes financial institutions falls on a Tuesday, funds must be available on Wednesday, and the ACH process will occur on Thursday.

5.3.1 Schedule Adjustments

WDFW reserves the right to modify the ACH sweep schedule with prior notice to the License Dealer.

5.3.2 Supplemental Sweeps

In the event of insufficient funds (NSF) or other issues, WDFW may request an additional ACH sweep to recover the outstanding balance.

5.4 Handling of Printed but Not Issued License Documents

License Dealers are financially responsible for any printed License Documents that are not properly destroyed or that are issued without corresponding payment. All handling, destruction, and documentation of such documents must comply with the standards outlined in Section 4.4. Failure to comply is the basis for recovery of costs, suspension, or termination under Section 8.

5.5 Unauthorized Cancellations or Refunds

Unauthorized cancellations or refunds will not be honored by WDFW.

5.6 Duplicate Licenses

If a duplicate license is produced it becomes the license of record, and no refund will be given for the cost of the duplicate because the original license is invalid.

5.7 Reconciliation Responsibilities

The License Dealer is responsible for the reconciliation of daily and weekly account notices. The License Dealer is also responsible for immediately reporting any suspected discrepancies in their daily or weekly account notices to their WDFW Dealer Account Representative.

6. LICENSE DEALER REMEDIES

6.1 Limitation on Damage Claims

The License Dealer acknowledges and agrees that WDFW shall not be liable for any damages arising from the license dealer's performance under this Contract. As such, the License Dealer agrees to defend, hold harmless, and indemnify WDFW, the State of Washington, agency officials, agents and employees of WDFW, from and against all claims for injuries or death resulting from the performance of this contract to the fullest extent permitted by law. This duty to indemnify, defend and hold harmless includes any claim by the License Dealer's agents, employees, representatives, subcontractor or subcontractor's employees in any suit brought in relation to this contract.

The License Dealer expressly agrees to indemnify, defend, and hold harmless the State of Washington for any claim arising out of or incident to performance or failure to perform under this contract. The License Dealer shall be required to indemnify, defend, and hold harmless the State only to the extent a claim is caused in whole or in part by negligent acts or omissions of the License Dealer.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

Within 5 business days of signing this contract, the License Dealer will add the State of Washington and WDFW as additional insureds on any insurance policies held by the License Dealer to ensure the financial ability to fulfill these duties to defend, hold harmless and indemnify WDFW with regard to any liability arising out of the performance of this contract. The policy/policies must be endorsed so that coverage to WDFW is primary and non-contributory without rights of subrogation. Any and all coverage limits under the policy for the License Dealer shall also apply to any liability assessed to WDFW as an additional insured. A copy of the endorsement and coverage must be provided to WDFW upon request.

WDFW and the State of Washington assume no liability with respect to bodily injury, illness, accident, theft, or any other damages or losses concerning persons or property, or involving the License Dealer's equipment. This limitation of liability expressly includes, but is not limited to, claims for lost revenue, lost License Dealer fees, lost profits, diminished earning capacity, and attorney's fees associated with such claims. The License Dealer is responsible for providing adequate insurance coverage to protect against legal liability arising out of activities under this contract and automatically notifying WDFW, in writing at the address in paragraph [insert number here], thirty (30) days before cancellation, change, or reduction in coverage.

6.2 Failure to Comply

If the License Dealer believes that WDFW has not fulfilled any of its obligations under this Contract, the License Dealer's sole remedy shall be to promptly notify the WDFW Licensing Division in writing at 1111 Washington St SE, Natural Resources Building, 1st Floor, Olympia, WA 98501, outlining the concern and allowing a reasonable period for WDFW to address and resolve the issue. If informal discussion fails to resolve the dispute regarding WDFW's performance, the License Dealer agrees to pursue alternative dispute resolution (ADR) with WDFW before initiating any form of judicial review

or legal action related to this Contract. For purposes of this section, ADR may include binding mediation or arbitration.

7. FINANCIAL REMEDIES

7.1 Non-Sufficient Funds Fee

If the License Dealer fails to maintain sufficient funds in the designated Deposit Account at the time of an ACH sweep, WDFW will assess a late fee of thirty dollars (\$30) per occurrence.

7.1.1 Reasonableness of Fee

The License Dealer acknowledges and agrees that this fee is reasonable and appropriate for failing to maintain the required account balance.

7.1.2 Suspension of Access

If payment is not received on the scheduled sweep date, WDFW may suspend the License Dealer's access to the WILD Point-of-Sale (POS) system. Regardless of hardware ownership, the License Dealer will be prohibited from issuing License Documents until all outstanding balances, including fees, are paid in full.

7.1.3 Termination for Non-Payment

In addition to disabling POS access, WDFW reserves the right to terminate this Contract per section 8 if all outstanding balances, including fees, remain unpaid at the time of the next regularly scheduled ACH sweep.

7.2 Multiple Non-Sufficient Funds Events

If the License Dealer incurs a second NSF event within a twelve (12) month period, WDFW may require the License Dealer to post a bond in the amount of three thousand two hundred dollars (\$3,200) as a condition for continuing to issue License Documents. A third NSF event within the same twelve-month period is the basis for immediate termination of this Contract under section 8.

7.3 Collection of Outstanding Balances

WDFW may engage a collection agency to recover any unpaid balances that remain outstanding more than thirty (30) calendar days after notifying the License Dealer of an NSF event. Additional fees may apply pursuant to RCW 19.16.500. If a bond is in place, WDFW may file a claim against it; however, WDFW's right to recover is not limited to the bond amount and may include other legal remedies.

8. TERMINATION

8.1 License Dealer-Initiated Termination

The License Dealer Owner may request to cancel this Contract at any time by submitting written notice to the WDFW Licensing Division at 1111 Washington St SE, Natural Resources Bldg. 1st Floor, Olympia, WA 98501. The contract terminates on the date of the written notice. No further sales using the WILD system shall take place after the date of the written notice.

8.2 WDFW-Initiated Termination

WDFW may terminate this Contract at its discretion when deemed in the best interest of the Department, by providing thirty (30) calendar days' written notice to the Owner. The Contract will terminate at the conclusion of the thirty (30) day notice period.

WILD System License Dealer Contract

Immediate termination may occur upon written notice in the event of non-payment, serious security violations, or other grounds expressly provided in this Contract, including, without limitation, the following sections:

Payment-Related Grounds

- Section 7.1.3 – Termination for Non-Payment
- Section 7.2 – Multiple Non-Sufficient Funds Events

Security, Conduct, and Operational Grounds

- Section 5.4 – Handling of Printed but Not Issued License Documents
- Section 4.6.1 – Breach and Indemnification
- Section 4.7 – License Dealer Customer Service Conduct
- Section 4.9 – Transition to Dealer-Owned POS Equipment and Supplies

Enforcement Grounds:

- Section 9.4 – Enforcement

8.3 Actions at Contract Termination

Upon termination of this Contract for any reason, the License Dealer shall follow instructions provided by WDFW regarding the disposition of any remaining license documents or materials.

8.4 Post-Termination Banking Obligations

The License Dealer must maintain the active bank account for a minimum of thirty (30) calendar days following the written notice of termination issued to WDFW pursuant to Section 8.1, to allow for the final ACH sweep and settlement of any outstanding balances. Failure to do so will result in WDFW initiating collection efforts to recover any amounts due.

9. CYBERSECURITY AND DATA BREACH RESPONSE

9.1 Cybersecurity Expectations

While the WILD system vendor is primarily responsible for system-level data security, License Dealers and their personnel must take reasonable precautions to protect customer information accessed through the WILD system. This includes safeguarding login credentials, preventing unauthorized access to Dealer-Owned POS Equipment, and ensuring staff follow WDFW-approved data handling procedures. All Dealer-Owned POS Equipment must also be configured and maintained in accordance with the technical specifications outlined in Appendix A to support secure system access and data protection as required under Section 4.6 (Physical Security and Privacy Standards) and Section 4.8 (Dealer-Owned POS Equipment and System Access).

9.2 Breach Notification

In the event of a suspected or confirmed data breach involving customer information (e.g., unauthorized access, theft, or exposure of personal or financial data), the License Dealer must notify WDFW within one (1) business day of discovery. Notification must include:

- A description of the breach
- The type of data compromised
- The estimated number of affected individuals
- Known or suspected cause of the breach

9.3 Response and Mitigation

Within five (5) business days of breach discovery, the License Dealer must submit a written report to WDFW detailing:

- Actions taken to identify and contain the breach
- Steps implemented to prevent recurrence
- Any communications made to affected individuals, if applicable

License Dealers must cooperate fully with WDFW and any investigative authorities during breach response and resolution.

9.4 Enforcement

Failure to comply with the breach notification and response requirements is the basis for enforcement action under Section 8, including termination of this Contract.

10. MISCELLANEOUS PROVISIONS

10.1 Exclusivity and Assignment

This Contract is exclusive between the parties and may not be assigned, delegated or transferred in whole or part by the License Dealer without prior written approval of the WDFW.

10.2 Independent Contractor Status

The License Dealer agrees that, in its capacity as a License Dealer to sell License Documents, the License Dealer is acting as an independent contractor and not as an employee of the WDFW.

10.3 Waiver

Changes to this contract require written notice to the License Dealer. Waiver of any term does not constitute waiver of subsequent terms.

10.4 Authority to Bind

Each signatory to this Contract hereby represents and warrants that they possess full legal authority to execute this Contract on behalf of the entity they represent. By electronically signing via DocuSign, the parties affirm their intent to be legally bound by the terms herein. If the License Dealer is unable to utilize DocuSign to return this contract after execution, a paper copy with an original signature may be mailed to the Washington Department of Fish and Wildlife at the address in Section 10.5.

10.5 Notices

All notices, requests, demands, and other communications required or permitted under this Contract shall be in writing and shall be deemed duly given when:

- (a) delivered personally at the physical WDFW address below,
- (b) sent by certified mail, return receipt requested to the WDFW mailing address below,
- (c) sent by recognized overnight courier to the WDFW mailing address below, or
- (d) transmitted electronically (DocuSign).

WILD System License Dealer Contract

Notices shall be addressed as follows:

For the Washington Department of Fish and Wildlife (Physical Location):

Washington Department of Fish and Wildlife
1111 Washington St SE
Natural Resources Building, 1st Floor
Olympia, WA 98501

Mailing Address:

Washington Department of Fish and Wildlife
Licensing Division
Attn: Dealer Contracts
PO Box 43154
Olympia, WA 98501

Telephone: 360-902-2464

Email: Licensing@dfw.wa.gov

For Dealer:

Business Name

Business Owner

Street Address

City, State, Zip Code + 4

Mailing Address (if different):

Mailing Address

City, State, Zip Code + 4

Telephone

Email

10.6 Applicability of Appendix B

Appendix B applies only to Dealers operating multiple locations. For single-location Dealers, Appendix B is intentionally omitted. When applicable, Appendix B (Dealer Locations and Corporate Officers) shall apply as follows:

10.6.1 Dealer Store Locations

Appendix B shall apply only to Dealers operating more than one store location. Single-location Dealers are not required to complete the Dealer Store Locations section. If a Dealer operates multiple locations, all such locations must be listed in Appendix B, and the Dealer shall promptly notify the Washington Department of Fish and Wildlife in writing of any openings, closures, or

WILD System License Dealer Contract

relocations. Updates to Dealer Store Locations in Appendix B shall be deemed incorporated into this Contract upon receipt by the Department.

10.6.2 Corporate Officers

Appendix B shall also include the names and contact information of the corporate officers authorized to act on behalf of the Dealer entity. The Dealer shall promptly notify the Department in writing of any changes to officer information. Updates to Corporate Officers in Appendix B shall be deemed incorporated into this Contract upon receipt by the Department.

10.7 Effective Date

This Contract shall become effective upon execution by the Washington Department of Fish and Wildlife (WDFW). The WDFW Dealer Account Representative will process the submitted Contract within forty-five (45) calendar days from the postmarked date of receipt. Following final approval and signature by the WDFW Licensing Division, the License Dealer will be contacted within ten (10) calendar days to coordinate onboarding, including access to the WILD Point-of-Sale (POS) system and training.

"I, the undersigned, have read, understand, and agree to the conditions of this Contract."

_____/_____
PRINT Owner Name SIGNATURE Owner DATE

_____/_____
PRINT WDFW Representative SIGNATURE WDFW Representative DATE

APPENDIX A

Technical Specifications for Dealer-Owned Point-of-Sale (POS) Equipment and Supplies

This appendix outlines the minimum technical and operational requirements that all License Dealers must meet to ensure compatibility with Washington Department of Fish and Wildlife (WDFW) licensing system and to support the authorized sale and issuance of WDFW licenses.

1. Browser Compatibility with the WDFW Licensing System

License Dealers shall use one of the supported evergreen browsers listed in Section 1.1 to access the WDFW licensing system. An evergreen browser is defined as a web browser that automatically updates itself to the latest version without requiring user action. This ensures the browser remains equipped with current security patches, performance enhancements, and support for modern web standards.

WDFW’s licensing systems are built using modern web technologies, including the Angular framework. To ensure proper functionality and uninterrupted access, License Dealers must use a browser that remains compatible with the current version of Angular in use.

1.1 Supported Evergreen Browsers

The following browsers are approved for use with WDFW systems:

- Google Chrome (latest version)
- Mozilla Firefox (latest version of Firefox ESR)
- Microsoft Edge (latest two major versions)
- Safari (latest two major versions on macOS and iOS)

License Dealers are responsible for ensuring their browser remains current to maintain compatibility with the WDFW licensing system.

2. Computer Requirements

As part of the Dealer-Owned POS Equipment obligations, License Dealers must provide and maintain a computer system that meets or exceeds the following specifications:

Component	Recommended Minimum (Existing PCs)
Operating System	Windows 11 or latest macOS version
Processor (CPU)	Intel 8 th Gen or AMD Ryzen 3000+
Memory (RAM)	16GB DDR4
Storage	500GB NVMe SSD
Display	24" Full HD (1920x1080)

The system must be capable of running the required browsers and supporting all WDFW applications without performance degradation. Dealers are responsible for maintaining this equipment in good working order as part of their POS infrastructure as required in Section 4 of this Contract.

3. Printing Requirements

As part of the Dealer-Owned POS Equipment, License Dealers must provide and maintain a printer that meets the following criteria:

- Capable of printing on standard 8.5 x 11 plain white paper
- Maintained in good working condition
- Supplied with an adequate and consistent stock of plain white paper and ink

This equipment is essential for printing official license documents, customer receipts, and other required materials.

3.1 Technical Specifications for Printer Hardware and Supplies

License Dealers are responsible for ensuring that all printing equipment and supplies meet the following technical specifications:

- **Printer Hardware:** Must be capable of reliably printing on standard 8.5" x 11" plain white paper. Inkjet or laser printers are acceptable, provided they produce clear, legible output suitable for official documentation.
- **Paper Type:** Only plain white paper (letter size: 8.5" x 11") is approved for use. Specialty paper, colored paper, or pre-printed forms are not permitted unless explicitly authorized by WDFW.
- **Ink Requirements:** Printers must use ink or toner that produces high-contrast black text. Faded, smudged, or low-contrast output is not acceptable for license documents or receipts.
- **Print Quality:** All printed materials must be clear, legible, and professional in appearance, suitable for presentation to customers and for official recordkeeping.

Dealers must ensure their printing equipment and supplies consistently meet these specifications to support the authorized sale and issuance of WDFW licenses.

4. Alignment with Dealer Obligations and Security Standards

All technical specifications outlined in this appendix are intended to support the License Dealer's responsibilities under the main agreement, including but not limited to the requirements set forth in Section 4 – General License Dealer Obligations and Section 9 – Cybersecurity and Data Breach Response. This includes compliance with WDFW's security and privacy standards, oversight and operational duties, data protection for printed licenses, POS access and equipment safeguards, and access control protocols.

License Dealers must ensure that all Dealer-Owned POS Equipment, software, and supplies described herein are properly installed, maintained, and operated in a manner that upholds these obligations and supports the authorized sale and issuance of WDFW licenses and permits.