

**AGREEMENT FOR ACCESS TO DRIVERS LICENSE AND MOTOR VEHICLE RECORDS**

This Agreement is made between \_\_\_\_\_, a person or entity with its address at \_\_\_\_\_ (“Sub-vendor” or “End User”), and Colorado Interactive, LLC (hereafter “Vendor”), portal manager of the state of Colorado’s electronic e-government portal pursuant to a long-term contract with the statutorily-established Colorado Statewide Internet Portal Authority (“SIPA”).

**Definitions**

**“Affidavit of Intended Use”** is a document indicating the End User’s intended use of DMV records. An Affidavit of Intended Use states that the End User shall not obtain, use, resell, or transfer the information for any purpose prohibited by law (per §§ 24-72-204 and 42-1-206, C.R.S.).

**“Agreement Effective Date”** is the date when the last signature needed to make this Agreement effective is affixed thereto.

**“Colorado Interactive Registration Agreement”** is required by Colorado Interactive, LLC, as a condition of access to the Colorado.gov portal. This Agreement outlines terms of use and is signed annually by the Registrant.

**“Disclosure” or “Disclosed”** is the sale, giving away without compensation, or other transfer or revelation of the information or data contained in a DLR, MVR, or TRL.

**“Driver License Records” or “DLRs”** are records containing information identified in 42-1-206(3.7)(a) CRS.

**“DMV”** is The Colorado Department of Revenue, Motor Vehicle Business Group.

**“DPPA”** is the Driver Privacy Protection Act (18 USC 2721).

**“End User”** is a qualified person or entity that requests and obtains a copy of a DLR, MVR or TRL electronically from the Vendor or from a Sub-Vendor. “End User” also includes all persons or entities that subsequently obtain and use such Records from an “End User”.

**“Interactive Service”** is a service operated by Vendor to allow Sub-vendors or End Users to electronically submit a request for Records or data services and the requested Records or services are delivered electronically to the Sub-vendor or End User.

**“Motor Vehicle Record” or “MVR”** is any of class of records compiled and maintained by the DMV pertaining to a motor vehicle title application under section 42-6-116, a motor vehicle registration application under 42-3-112, or other official record or document maintained by the DMV under section 42-2-121 pertaining to motor vehicles as defined in 42-1-102(58) CRS.

**“Personal Information” or “PI”** is defined in the federal Driver Privacy Protection Act (“DPPA”) as adopted in Colorado statutes, 24-72-204, CRS, as amended from time to time.

**“Records Containing Personal Information” or “RCPI”** are those DLRs, MVRs, or TRLs in which any data field of Personal Information has not been removed.

**“Records Without Personal Information” or “RWPI”** are those DLRs, MVRs, or TRLs from which the Personal Information has been removed.

**“Records”** are the driver history records; motor vehicle records; title, registration, or lien records or any portion of the records maintained by the DMV as defined under §§ 42-2-121 and 42-1-206(3.7)(a), (d), C.R.S.

**“SIPA”** is the Statewide Internet Portal Authority of Colorado

**“Statement of Confidentiality”** is a statement from an employee, officer, staff member, temporary employee, or subcontractor of Vendor or Sub-vendor that the confidentiality of the information contained within DMV Records shall be maintained at all times and that Records shall not be distributed, sold or shared with any third party or used in any way except as expressly authorized by law.

**“Subcontractor”** is an entity that provides goods and/or services to the Vendor who may have direct or indirect contact with Records while providing such goods and/or services.

**“Sub-vendor”** is a business entity that obtains Records from a Vendor for purposes of distributing the Records to End Users.

**“Title, Registration, or Lien Records”** or “TRLs” are Motor Vehicle Records that pertain to motor vehicles that are or were titled or registered in Colorado, or which have a lien placed upon them which is noted in Colorado.

**“Vendor”** is an entity that serves as the DMV’s representative for the distribution of Records to Sub-vendors and End Users.

### Recitals

WHEREAS in order to improve legally permitted electronic access to DLRs, MVRs, and TRLs and other Records and online services, the Colorado Department of Revenue (“DOR”) has elected to participate in the state government-wide electronic portal initiative of SIPA, and

WHEREAS Sub-vendor/End User desires to enter into an Agreement with Vendor for the purpose of receiving Interactive Service(s) through Vendor, to certain Records specified herein from the database(s) maintained by, and under the custody and control of, the DMV, and

WHEREAS Sub-vendor desires the Interactive Service(s) order to provide copies of DMV Records to its customers who meet the legal criteria for release to them of DLRs, MVRs, and/or TRLs (“End User”, as hereinafter defined), whether or not the Records contain PI, and

WHEREAS each Interactive Service offered by Vendor is fully described, with its terms, conditions, and price, in separate Schedules to this Agreement, and

WHEREAS Sub-vendor/End User shall signify its desire to receive access to each Interactive Service by signature on the separate Colorado Interactive Registration Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by Sub-vendor/End User to Vendor for such live online access, the parties hereto agree as follows:

1. The Definitions and Recitals are a part of this Agreement.

#### I. Treatment by Sub-vendor of RWPI.

2. RWPI are not subject to regulation by the DPPA and thus are Public Records as that term is defined in Colorado law. As such, they may be disseminated to an End User by Sub-vendor without compliance with the same rules as apply to Records containing PI. However, the applicable Portal Fee applies to disclosure or transmittal to Sub-vendor of a Record from which PI has been permanently removed.

#### II. Treatment by Sub-vendor of RCPI.

3. Sub-vendor agrees that RCPI are subject to regulation regarding dissemination or disclosure to End Users. Sub-vendor agrees to require all its End Users to acknowledge and agree to this as well. All entities that subsequently acquire the RCPI from a End User must be contractually bound to the End User to abide by the requirements in the Affidavit of Intended Use.

4. Records provided by Vendor will only be used by Sub-vendor, and Sub-vendor, in accordance with the restrictions imposed by DMV, agrees to require its End Users to agree to take all reasonable steps to restrict their use, if such Records contain PI when the Record is furnished to the End User.

5. Sub-vendor shall pay to Vendor a Portal Fee for the Interactive Service(s) in accordance with the attached Schedules and pursuant to the general terms and conditions of the Colorado Interactive Registration Agreement.
6. Sub-vendors shall require those End Users that are receiving RCPI to complete and deliver to Sub-vendor the following:
  - a. A Requestor Release Form and Affidavit of Intended Use (Form A, attached). “Affidavit of Intended Use” has the meaning ascribed to it in 42-1-206, CRS, as amended from time to time.
  - b. The name and address of the End User, and
  - c. A written agreement, signed in advance of any Disclosure, wherein the End User agrees at a minimum to:
    - (1) abide by the legal restrictions and conditions upon use and Disclosure of the PI contained within a Record,
    - (2) keep sufficient books and records to evidence use in accord with the Intended Use, and
    - (3) abide by such other provisions of this Agreement as are indicated to require Requestor agreement.
7. The Sub-Vendor and/or End User shall comply with the DMV policy to assist in the effective administration of the DPPA, under which use of a RCPI is restricted to use, one time, for a legitimate purpose by a Sub-vendor and/or Requestor. The Sub Vendor and/or End User shall destroy the RCPI/RWPI, and in the case of RCPI, PI is not retained except as integrated into the intended use indicated by the Affidavit of Intended Use. The Sub-vendor and/or End User cannot give, sell, or loan a RCPI or RWPI they have obtained or, in the case of RCPI, the PI it contains, to any other person or entity for any purpose whatsoever; provided however, that in the case of an information reseller who is the Sub-vendor the information reseller’s End User must be contractually bound to the information reseller to abide by the Single Use policy of DMV regarding the End-User’s use of the DLR, and the disclosure or transfer of the DLR to the Requestor.
8. Sub-vendor agrees to destroy all Records remaining in its possession when they are no longer needed for Sub-vendor’s purposes under this Agreement after its use. Sub-vendor agrees to require an End User to agree to destroy the Record (except insofar as the information is incorporated into the permitted use) after its use. Pursuant to C.R.S. 42-1-206, Records obtained from Vendor by Sub-vendor may not be used for any purpose not expressly authorized by law and this Agreement. Sub-vendor agrees that it shall not use any Records provided under the terms of this Agreement except for sale to End Users. The Sub-vendor is prohibited from using the Records for any other purpose, including, but not limited to those prohibited purposes identified in C.R.S. 24-72-204 or by this Agreement.
9. Sub-vendor agrees, and shall require its End Users to agree, to abide by the policies of DMV, as modified from time to time, and the laws of the United States of America and the State of Colorado regarding the disclosure of Records issued to Sub-vendor or to End Users respectively.

10. Sub-vendor agrees that neither it nor Vendor are representatives of DMV for purposes of Records data interpretation and therefore are not authorized by DMV to interpret the content of Records.

11. Sub-vendor agrees to implement reasonable system and data security procedures to protect Records from unauthorized disclosure, and to require its End Users to agree to do the same. Such reasonable procedures must include, but are not limited to, username and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Records, appropriate protection of data during transmission using techniques such as VPNs, private point-to-point connections, or encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.

12. Sub-vendor agrees to keep and maintain, and to require its End Users to agree to keep and maintain, in accordance with commercially reasonable confidential data archive standards and state and federal law, for a period of time equal to five years after the date a Record is acquired from Vendor (or, for a End User, five years after the date a Record is acquired from Sub-Vendor), books and records, of all transactions conducted under this agreement, including financial accounts:

- a. documenting disclosure of any Records in or under its or its End Users respectively, possession or control,
- b. documenting its or its End Users, respectively, systems and operation for handling of and safeguarding from unauthorized Disclosure of Records under this Agreement,
- c. documenting its or its End Users, respectively, compliance with the other terms and conditions of this Agreement or the End Users agreement with Sub-vendor, respectively, and
- d. documenting each End Users qualification to obtain the Records, if applicable.
- e. Sub-vendor will make available, and agrees to require its End Users to agree to make available, to Vendor, DMV, or the authorized representative of either of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either Vendor or DMV shall have the right, but not the obligation, to conduct any inquiry or audit hereunder at any time.

13. This Agreement in its entirety or any Interactive Service provided under this Agreement may be terminated as provided below. However, the parties are not relieved of any obligation regarding confidentiality, an obligation which survives termination of this agreement.

- a. at any time upon sixty (60) days advance notice by an instrument in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party.
- b. immediately upon any material breach of any covenant herein at the option of the non-breaching party.

- c. any notice of termination shall be deposited with the United States Postal Service, restricted delivery, return receipt requested, correctly addressed to the party to receive notice, and postage prepaid.
- d. DMV's address for notice is:
  - Department of Revenue
  - Division of Motor Vehicles
  - Attention: Joan Vecchi
  - 1881 Pierce Street, Room 100
  - Lakewood, CO 80214

14. Vendor reserves the right to withdraw any Interactive Service from Sub-Vendor with 10 days written notice, without consulting Sub-vendor prior to withdrawing such service, and shall have no liability whatsoever to Sub-vendor in conjunction with the withdrawal of any such service.

15. Sub-vendor agrees to indemnify, hold harmless, and release Vendor and the State of Colorado and their respective parent corporations, subsidiaries, officers, agents, agencies, contractors, subcontractors and employees (collectively, the "Releasees") from and against any and all loss, damages of any kind, injury, liability, court awards, suits and proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Agreement or the performance, disclosure, or use of any data contained in any records maintained by DMV by the Sub-vendor, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of Colorado) as they may result from the actions or inactions of the State of Colorado, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of Vendor) as they may result from the actions or inactions of Vendor, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees. Sub-vendor agrees to require the same indemnity, hold harmless and release provisions in favor of Releasees from each of its End Users.

16. Sub-vendor shall report to Vendor, and shall require that its End Users report to Sub-vendor who shall then report to Vendor, the following occurrences within twenty-four (24) hours of discovery:

- a. any known misuse of and/or breach of security or confidentiality involving a Record furnished to Sub-vendor from Vendor, or from Sub-vendor to an End User;
- b. any litigation or Notice of Claim involving the content or handling of a Record furnished to Sub-vendor or from Sub-vendor to a End User. Such an occurrence shall be reported by End Users to Sub-Vendor and by Sub-Vendor to Vendor within three (3) business days of service of process.
- c. any non-monetary breach of the Sub-vendor's written agreement with a End User. Such an occurrence shall be reported by End Users to Sub-vendor and by Sub-vendor to Vendor within five (5) business days of discovering such breach.

17. Sub-vendor shall, and shall require its End Users to, be capable of generating, within twenty four (24) hours of a request by Vendor or DMV, a history of its Disclosures over time of any Records obtained under this Agreement.
18. Sub-vendor shall not, and shall require its End Users to not, use any PI obtained under this Agreement for direct mail or email solicitations, advertising, or surveys, nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the PI furnished to it in a Record.
19. Sub-vendor agrees, and shall require its End Users to agree, that it (or a End User) is subject to immediate remedial action by Vendor or DMV or both, in the event of violation of this Agreement. Such remedial action may range from suspension for a fixed period of time, of Sub-vendor from using an Interactive Service, or the requirement that Sub-vendor suspend a End User from receiving Records, to termination of the privilege of receiving access to an Interactive Service, or in the case of a End User, from receiving Records, and may include liability of Sub-vendor or End User to Vendor and/ or the DMV.
20. Sub-vendor agrees, and shall require its End Users to agree, that no third-party rights are created or acquired by reason of this Agreement.
21. Sub-vendor agrees, and shall require its End Users to agree, that no term or condition of any agreement with DMV or Vendor shall constitute a waiver, express or implied, of any provision of the Colorado Governmental Immunity Act (the "Immunity Act"), as amended from time to time, nor the risk management self insurance statutes (the "Risk Management Acts") as amended from time to time. Further, Sub-vendor understands, acknowledges and agrees, and shall require its End Users to understand, acknowledge and agree, that the liability of the State of Colorado for any claims or injuries arising out of any conduct of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Immunity Act and the Risk Management Acts.
22. The term of this Agreement shall be one (1) year from the date of signing, unless earlier terminated pursuant to the terms of this Agreement, and may be automatically renewed for successive one (1) year terms.
23. Sub-vendor acknowledges and agrees to require its End Users to acknowledge, that the continuing ownership of the original record underlying each copy of a Record remains with DMV.
24. Sub-vendor must be able to demonstrate at all times that the DMV Records can be separately identified from records obtained from other sources.
25. Sub-vendor agrees that, notwithstanding the existence or absence of any express mention of a requirement that its End Users agree in writing to a specific term or condition of this Agreement in Sub-vendors agreement with each End User, that each End User shall be required to agree to the terms and conditions if this Agreement, in its agreement with Sub-vendor.

26. Sub-vendor and Vendor each warrant that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the party to its terms. The person executing this Agreement on behalf of each party warrants that such person has full authorization to execute the Agreement.

27. Sub-vendor acknowledges and agrees that Vendor, or DMV, or an independent auditor selected by either of them, may audit the contract performance of the Sub-vendor. The reasonable degree and conduct of any such audit, and the reasonable frequency of such audits, will be at the sole discretion of the requesting party and will focus on the compliance with the terms of this Agreement. Sub-vendor agrees to cooperate fully with any such auditors.

28. Requestor Release Forms and Affidavits of Intended Use may have original signatures or facsimile copies thereof. Sub-vendor agrees to file with Vendor a Requestor Release Form and Affidavit of Intended Use, both executed by the Sub-vendor, to be kept on file by Vendor, and to require its End Users to file with Sub-vendor the same forms, to be kept on file by Sub-vendor. Sub-vendor's Requestor Release Form and Affidavit of Intended Use shall be personally delivered, or sent by registered or certified mail, return receipt requested to Vendor's notice address in this Agreement.

29. Sub-vendor shall not initiate any press and/or media contact nor respond to press/media requests regarding this Agreement and/or any related matters concerning the State without the prior written approval of Vendor and DMV.

30. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Sub-vendor agrees that for this Agreement and for any End User agreements with Sub-vendor, venue for any action between the parties for claims concerning this Agreement shall be brought in the city and County of Denver, Colorado. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the contract is capable of execution.

31. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein.

32. This Agreement may be changed, modified, or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto, or by Vendor unilaterally. In the case of unilateral modification, notice shall not be required for the modification to be effective, but shall be sent as soon as reasonably practical to Sub-vendor.

33. Vendor's address for notice is:



Mr. Dan Morrison, General Manager  
Colorado Interactive, LLC  
600 17<sup>th</sup> St., Ste. 2150 South  
Denver, CO 80202

With a copy to:  
General Counsel (LEGAL NOTICE)  
Colorado Interactive, LLC c/o NIC Inc.  
25501 West Valley Parkway, Suite 300  
Olathe, KS 66061

34. Sub-vendor/End Users address for notice is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS to their agreement to all of the above and foregoing, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

Sub-vendor/End User is \_\_\_/is not \_\_\_ an information reseller (to be completed by Sub-vendor/End User).

**Sub-vendor**

**Colorado Interactive, LLC**

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Morrison  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Title)

## Form A

### REQUESTOR RELEASE AND AFFIDAVIT OF INTENDED USE

DRIVER INFORMATION	
DRIVER NAME	
DRIVER LICENSE NUMBER	DATE OF BIRTH
VEHICLE INFORMATION	
OWNER NAME	
LICENSE PLATE NUMBER	VEHICLE IDENTIFICATION NUMBER (VIN)

**To obtain record(s), you must declare your intended use of record(s). If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).**

**Check all that apply**

**INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:**

- By an agency charged with driver/motor vehicle safety or theft including: MV product alterations, recalls, advisories, MV performance monitoring, MV parts/dealers, MV market research or surveys, removal of non-owner records from original records of MV manufacturers.
- By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.
- In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.
- In research activities (the information may not be published, re-disclosed, or used to contact the parties).
- By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.
- To provide notice to owners of towed or impounded vehicles.
- By an employer/agent or insurer of a Commercial Driver License Holder.
- In the operation of private toll facilities.
- Attached is a written consent of the person whose record is being requested.

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**Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.**

SIGNATURE	DATE OF BIRTH	DATE
PRINTED NAME		
NAME OF COMPANY REPRESENTED	REQUESTOR ADDRESS	

## Schedule A

### **DLR Interactive and Point-to-Point Service**

This Schedule A is subject to the terms and conditions of the Agreement for Access to Drivers License and Motor Vehicle Records entered into on the \_\_\_ day of \_\_\_\_, 200\_\_ (the “Agreement”), by and between Colorado Interactive, LLC (hereafter “Vendor”), and (“Sub-Vendor”) and the Terms and Conditions of the Colorado Interactive Registration Agreement entered into on the \_\_\_ day of 200\_\_ (“Monthly Account Holder Agreement), by and between Vendor and Sub-Vendor.

Under the terms of the Agreement, this Service allows Sub-vendor, which meets the eligibility criteria set forth under Drivers Privacy Protection Act. (DPPA) 18 USC § 2721 et. Seq. (Public Law 103-322), to receive records from DMV's DLR database. Sub-vendor agrees that restrictions on the use of the driver's license information may be modified by Vendor upon written notice to Sub-vendor at any time.

This service provides two methods for Sub-Vendor to request a DLR for which the Sub-vendor is qualified to receive, subject to any limitations on access to or use of the DLRs imposed by DMV, as soon as reasonably practical following the Sub-vendor's electronic request.

#### The Interactive Service:

- Allows an authenticated Sub-vendor or End User to search for individual DLRs
- Requires the Sub-vendor or End User to state the intended use of the DLR being requested
- Requires the Sub-vendor or End User to input the driver license number and either the date of birth or the last name of the individual
- Allows the Sub-vendor or End User to view and print the DLR if one is located in the database
- Allows the Sub-vendor or End User to view a history of previous searches

#### The Point-to-Point Service:

- Allows an authenticated Sub-vendor or End User to request individual DLRs
- Requires Sub-vendor or End User to submit record requests using a standard format determined by Vendor
- Assistance is provided by Vendor's technical staff with the initial set-up for a Sub-vendor or End User.
- Returns DLRs located in the database as a flat text file
- Allows the Sub-vendor or End User to view a history of previous searches

Sub-vendor or End User shall pay to Vendor a Portal Fee (defined below) for the Interactive Service in accordance with the following:

1. \$2.00 per DLR (“Portal Fee”) for each DLR that is returned to Sub-vendor or End User whether or not such DLR contains PI.
2. A null search result does not generate a Portal Fee.
3. A “no change since last inquiry” result generates a Portal Fee.
4. Disclosure of any one or more elements of a DLR is considered disclosure of a DLR and generates a Portal Fee.

**Schedule B**

**Driver Monitoring Interactive Service**

This Schedule B is subject to the terms and conditions of the Agreement for Access to Drivers License and Motor Vehicle Records entered into on the \_\_\_ day of \_\_\_\_, 200\_\_ (the “Agreement”), by and between Colorado Interactive, LLC (hereafter “Vendor”), and (“Sub-Vendor”) and the Terms and Conditions of the Colorado Interactive Registration Agreement entered into on the \_\_\_ day of 200\_\_ (“Monthly Account Holder Agreement), by and between Vendor and Sub-Vendor.

Under the terms of the Agreement, this Interactive Service allows Sub-vendor to monitor certain changes to data fields in specific DLRs requested by Sub-vendor for the purpose of assisting its clients with insurance re-underwriting, subject to any limitations on access to DMV’s database imposed by DMV.

Driver Monitoring Process:

Sub-vendor shall provide record requests to CI in the following manner: By the 25<sup>th</sup> of each month, Sub-vendor will provide an electronic file containing the requested DLRs for monitoring, and CI will provide a response to Sub-vendor within six business days following receipt of the electronic file. Sub-vendor will access an administrative website provided by CI to upload an electronic file containing the requested records. The file format will be specified by CI. For each record requested, the file will indicate whether a 1-month, 6-month, or 12-month monitoring is required.

Upon receipt of the file, CI will query the requested records for any changes to the selected data fields within traffic conviction and administrative action records posted by DMV to its driving record database. If a change has occurred in any of the requested records for the designated data fields during the specified monitoring period, CI will transfer the full DLR to Sub-vendor at the usual per-record fee charged by CI for a driver record. No response will be generated for records where no change has occurred in the monitored data fields.

Pricing:

Sub-vendor shall pay to CI a fee per driver record monitored per month according to the following price schedule:

Records From	To	Per Record Price Level	# Records Monitored
1	400,000	0.060	400,000
400,001	750,000	0.020	350,000
750,001	--	0.010	750,000 +

The final price for a monitored DLR will be based on the overall number of records in the submitted file and the applicable monitoring period requested for each record.

For example:

- In the 1 – 400,000 record volume range:
  - a one-month lookback will cost \$.06;
  - a six-month lookback will cost \$.36; and

- a 12-month lookback will cost \$.72.
- In the 400,001 – 750,000 record volume range:
  - a one-month lookback will cost \$.02;
  - a six-month lookback will cost \$.12; and
  - a 12-month lookback will cost \$.24.
- In the 750,001 and greater volume range:
  - a one-month lookback will cost \$.01;
  - a six-month lookback will cost \$.06; and
  - a 12-month lookback will cost \$.12.

## Schedule C

### **Driver Age/Identity Verification Service**

This Schedule C is subject to the terms and conditions of the Agreement for Access to Drivers License and Motor Vehicle Records entered into on the \_\_\_ day of \_\_\_\_, 200\_\_ (the "Agreement"), by and between Colorado Interactive, LLC (hereafter "Vendor"), and ("Sub-Vendor") and the Terms and Conditions of the Colorado Interactive Registration Agreement entered into on the \_\_\_ day of 200\_\_ ("Monthly Account Holder Agreement), by and between Vendor and Sub-Vendor.

Under the terms of the Agreement, this Interactive Service allows Sub-vendor to access a web service that will verify an individual's age, identity and certain other data elements about the individual.

The Driver Age/Identity Verification Service matches data elements sent by the Sub-vendor to the state database(s) and validate the integrity of the data submitted. The Service will not return any individual data or personal information. Rather, it returns a match code or codes to the Sub-vendor, allowing them to gauge how well the end-user data is matched.

#### **Matching Process**

In particular, the Service allows Sub-vendors to submit requests containing combinations of home address, mailing address, drivers license number, date of birth, gender and name and receive an electronic confirmation as to whether or not a record can be found in the driver history database. Sub-vendor can supply any combination of identifying fields and indicate the manner and order in which a match should be attempted against the database. Initially, 31 match codes will be supported. In further phases, additional match codes will be added upon customer request. Unless otherwise approved by the DMV, these match criteria will only be combinations of the existing fields in the driver matching database.

#### **Pricing:**

Sub-vendor shall pay to CI a fee per driver record of \$.06 per driver record matched during processing. There will be no charge for "no hits" or records not found during processing.

**Schedule D****Youthful Driver Monitoring Interactive Service**

This Schedule D is subject to the terms and conditions of the Agreement for Access to Drivers Licenses entered on or after \_\_\_ day of \_\_\_\_\_, 200\_ (the "Agreement"), by and between Colorado Interactive, LLC (hereafter "Vendor"), and ("Sub-Vendor") and the Terms and Conditions of the Colorado Interactive Registration Agreement entered into on the \_\_\_ day of 200\_ ("Monthly Account Holder Agreement), by and between Vendor and Sub-Vendor.

Under the terms of the Agreement, this Interactive Service allows the Sub-Vendor to submit addresses for the purpose of identifying drivers age 21 and under to assist clients with insurance underwriting and fraud prevention.

The following requirements are under consideration by Colorado Department of Motor Vehicles, to become effective August 1, 2009. If these requirements are changed or modified in any way, a new Schedule D will be created and this Schedule D will be void.

- A. Sub-Vendor must require Clients to send written notification to the consumer's policy address acknowledging the discovery of the additional driver at the matched address. If the letter is not acknowledged by the consumer within fifteen (15) days, the Insurer agrees to send at least one subsequent notification letter and attempt at least one phone call within the following 15 day period, as follow-up measures to ensure proper notification of the consumer.
- B. Sub-Vendor must require Clients to explicitly state in their correspondence to the policy holder that the information received by the Insurer was acquired lawfully from Colorado driver records made available as a permitted user under 18 U.S.C. § 2721 et. seq. and Colo. Rev. Stat. § 24-702-204.
- C. Sub-Vendor must require Clients to provide the consumer with a reference to the contractual authority under which the insurer is allowed to raise rates, exclude the new driver from coverage or unilaterally modify the declaration when drivers are not disclosed.
- D. Sub-Vendor must require Clients to explicitly state in their correspondence to the consumer, that they have a period of thirty (30) days following the post date on the first notification letter, to dispute as to why the undisclosed driver should not be added to the policy (i.e. insurance through another carrier, not present in the household, etc.).
- E. Sub-Vendor must require Clients to explicitly disclose in writing that an "undisclosed driver report" was used in the process of discovery and will be a factor in any subsequent decision to increase rates or other policy actions.
- F. Sub-Vendor must require Clients to not include any personally identifiable information related to the undisclosed driver in any correspondence with the consumer, except for the undisclosed driver's first name, last name and age.

Youthful Driver Monitoring Process:

Sub-vendor shall provide record requests to CI in the following manner: Sub-vendor will provide a file containing addresses to be matched to the DMV database. CI will return all drivers with a matching addresses and a DOB placing the driver under the age of 22 within six business days following the receipt of the sub-vendor's electronic file. Sub-vendor will be notified via email when the database match has been performed and is ready to be retrieved via an SFTP server.

Pricing:

Sub-vendor shall pay to CI a fee of \$0.03 per address monitored, per file request.