AGREEMENT FOR ACCESS TO MOTOR VEHICLE RECORDS

This Agreement is made between _____, a person or

entity with its address at _____

_____

 ("Sub-Vendor") or 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 Sub-Vendor's intended use of Motor Vehicle Title and Lien (TLR) records. An Affidavit of Intended Use states that the Sub-Vendor's 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 Vendor's portal services. 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 TRL.

"DMV" is The Colorado Department of Revenue, Division of Motor Vehicles.

"DPPA" is the Driver Privacy Protection Act (18 USC 2721) and 24-72-204, CRS.

"End User" is a qualified person or entity that requests and obtains a copy of a 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 or through a "Sub-Vendor".

"Interactive Service" is a service operated by Vendor to allow Sub-Vendors to electronically submit a request for Records or data services and the requested Records or services are delivered electronically to the Sub-Vendor.

"Motor Vehicle Title and Lien Record" or "TLR" 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 vehicles titled or registered under any provision of Colorado law.

"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 TLRs in which any data field of Personal Information has not been removed.

"Records Without Personal Information" **or "RWPI"** are those TLRs from which all Personal Information has been removed.

"Records" are the vehicle records; title, registration, or lien records or any portion of the records maintained by the DMV under any provision of Colorado law.

"SIPA" is the Statewide Internet Portal Authority of Colorado

*"Statement of Confidentiality" is a s*tatement 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 TRL's and other Records and online services, the Colorado Department of Revenue ("DOR") has entered into an Contract with Colorado Interactive, LLC (dba "Colorado.gov); and

WHEREAS Sub-Vendor 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 TRL Records to its customers who meet the legal criteria for release to them of TRLs ("End User", as hereinafter defined), and

WHEREAS the service for access to motor vehicle records offered by Vendor is fully described, with its terms, conditions, and price, in a separate Schedule A to this Agreement, and

WHEREAS Sub-Vendor shall signify its desire to receive access to this 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 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 Sub-Vendor or an End User must be contractually bound to the Sub-Vendor or End User to abide by the requirements in the Affidavit of Intended Use.

>   4.   RCPI provided by Vendor will be used by Sub-Vendor in accordance with the restrictions imposed by DMV and Sub-Vendor 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-Vendor shall complete and deliver to Vendor 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. Sub-Vendor agrees to abide by the legal restrictions and conditions upon use regarding the disclosure of PI contained in a Record, and shall limit such use to those outlined on Sub-Vendor's Affidavit of Intended Use. Sub-Vendor's End Users use will be limited by contract to one of Sub-Vendor's data uses, per the Affidavit.

7.   The Sub-Vendor 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, for a legitimate purpose by a Sub-Vendor.

8.   Sub-Vendor agrees to destroy all Records remaining in its possession when they are no longer needed for Sub-Vendor's legitimate purposes under this Agreement 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. 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 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. Questions regarding the content of records should be directed to Vendor, who will obtain guidance from DMV.

11.   Sub-Vendor agrees to implement reasonable system and data security procedures to protect Records from unauthorized disclosure. Such reasonable procedures must include, but are not limited to, username and password access policies, firewalls, 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 for a period of five years, records of PI disclosed under this agreement. In accordance with 18 USC § 2721 (c), such records shall be limited to customer name and permissible use.

Upon request, Sub-Vendor will document its systems and operation for handling of and safeguarding from unauthorized disclosure of PI under this Agreement.

Sub-Vendor agrees to cooperate fully with any investigation by Vendor or DMV involving disclosure of PI. Sub-Vendor will make available, to Vendor, DMV, or the authorized representative of either of them, within a reasonable time, all such books and records 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.

16.   Sub-Vendor shall 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 Colorado Record furnished to Sub-Vendor from Vendor any litigation or Notice of Claim involving the content or handling of a Colorado 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.

b. any breach of the Sub-Vendor's written agreement with an 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 of Colorado data.

c. any substantiated claim from any individual or entity stating Sub-Vendor or any of its End Users Disclosed or used PI in any manner not authorized by law or under the provisions of this agreement.

Sub-Vendor shall be capable of generating, within five business days of a request by Vendor or DMV, a report of all entities that have received RCPI obtained under this agreement, including the permitted purpose for which the information was disclosed and the date of disclosure.

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 an 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 renewed for successive one (1) year terms by mutual consent of the parties, signified in writing.

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.

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.   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.

29.   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 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.

30.   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.

31.   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.

32.   Vendor's address for notice is:

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

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

33.   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   Dan Morrison
                                                                  General Manager

_____   _____
Date   Date

_____
(Printed Name)

_____
(Printed Title)

Form A

REQUESTOR RELEASE AND AFFIDAVIT OF INTENDED USE

DRIVER INFORMATION	
DRIVER NAME	DRIVER RECORDS WILL NOT BE PROVIDED UNDER THIS AGREEMENT
DRIVER LICENSE NUMBER	**DATE OF BIRTH**
VEHICLE INFORMATION	
OWNER NAME	SUB-VENDOR WILL BE REQUESTING MULTIPLE RECORDS ON AN ONGOING BASIS
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:

☐ For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

☐ 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.

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

Access to Motor Vehicle Records

This Schedule A is subject to the terms and conditions of the Agreement for Access to Motor Vehicle Records entered into on the _____ day of _____, 2010 (the "Agreement"), by and between Colorado Interactive, LLC (hereafter "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 Motor Vehicle Title and Lein Records (hereafter, TLR records) from DMV's motor vehicle title and lein database. Sub-Vendor agrees that restrictions on the use of the motor vehicle title and lein information, and the means of access to that information, may be modified by Vendor upon written notice to Sub-Vendor at any time.

The initial service will provide bulk TLR records to Sub-Vendors in the manner defined below.

Frequency of Bulk Data Updating
Vendor will receive updated data from the Department of Revenue (DOR) that will be applied to local updates once a week.

Bulk Data Formats
Sub-Vendors will receive TLR records in the same format they have historically received them.

Bulk Processing Methods
This service provides three methods for Sub-Vendor to request TLR records that the Sub-Vendor is qualified to receive, subject to any limitations on access to or use of the TLR records imposed by DMV, as soon as reasonably practical following the Sub-Vendor's electronic request.

1. Daily Batch Request Processing

    Description: Sub-Vendor may submit a batch input file specifying what titles and liens should be retrieved. The format for this file will be specified by Vendor. Vendor will retrieve all titles and liens and place them in a result file which will be transferred back to the Sub-Vendor.

    Actors: Vendor; Sub-Vendor

    Actions:
        1. Sub-Vendor creates batch input file with an entry for each requested title and lien.

2. Sub-Vendor places batch input file in assigned directory.
3. Vendor retrieves the batch input file from the assigned directory.
4. Vendor creates an archive copy of the batch input file.
5. Vendor runs a matching process to retrieve requested titles and liens.
6. Vendor generates a result file with the name pmout_yyyymmdd.txt
7. Vendor transfers the result file to the Sub-Vendor's server.
8. Vendor sends an email notification to the Sub-Vendor indicating the success of the process.

Variations:

Name: Sub-Vendor does not supply batch input file
Conditions: There is no batch input file to retrieve in step 3.
Actions:
1. No further action required.

Name: Sub-Vendor supplies batch input file in incorrect format
Conditions: The batch input file supplied in step 3 is not in the correct format.
Actions:
1. Vendor sends email notification to Sub-Vendor notifying them of the format error.
2. Sub-Vendor alerts Vendor's Project Manager (PM) after 3 days of unsuccessful attempts.
3. PM contacts Sub-Vendor.

Name: Vendor unable to retrieve requested titles and liens
Conditions: The plate matching process fails during step 5.
Actions:
1. Vendor retries the process starting at step 5.

Name: Vendor unable to transfer result file to Sub-Vendor
Conditions: Vendor is unable to successfully transfer the result file to the Sub-Vendor.
Actions:
1. Vendor sends email notification to Sub-Vendor.
2. Vendor retries the process starting at step 7.

2. Weekly TTL Request Processing

Description: Vendor will extract TLRs that have changed from the previous week using the TTL tables from DMV and transfer the extract to the Sub-Vendor.

Actors:
Vendor; TLR Sub-Vendor; DMV

Actions:

1. Vendor runs an extract of titles and liens from the TTL database.
2. Vendor generates a result file with the name TTLout_yyyymmdd.txt
3. Vendor transfers the TTL result file to the TLR Sub-Vendor's server.
4. Vendor sends an email notification to the TLR Sub-Vendor indicating the success of the process.

Variations:

Name: Vendor unable to retrieve bulk extract
Conditions: The extract process fails during step 1.
Actions:
1. Vendor retries the process starting at step 1.

Name: Vendor unable to transfer TTL result file to Sub-Vendor
Conditions: Vendor is unable to successfully transfer the TTL result file to the Sub-Vendor.
Actions:
1. Vendor sends email notification to Sub-Vendor.
2. Vendor retries the process starting at step 3.
3. Vendor alerts Sub-Vendor's Project Manager after 3 days of unsuccessful attempts.

3. Monthly CT Request Processing

Description: Vendor will extract titles and liens from the previous month using the CT tables from DMV and transfer the extract to the necessary Sub-Vendors.

Actors:
Vendor; Sub-Vendor

Actions:
1. Vendor runs an extract of titles and liens from the CT database
2. Vendor generates a result file with the name Ctout_yyyymmdd.txt
3. Vendor transfers the CT result file to the Sub-Vendor's server.
4. Vendor sends an email notification to the Sub-Vendor indicating the success of the process.

Variations:

Name: Vendor unable to retrieve bulk extract
Conditions: The extract process fails during step 1.
Actions:
1. Vendor retries the process starting at step 1.

Name: Vendor unable to transfer CT result file to Sub-Vendor

   Conditions: Vendor is unable to successfully transfer the CT result file to the Sub-Vendor.

    Actions:
1. Vendor sends email notification to Sub-Vendor.
2. Vendor retries the process starting at step 3.
3. Vendor alerts Sub-Vendor's Project Manager after 3 days of unsuccessful attempts.

Pricing: The cost of the service is $30.00 per 1000 records delivered.

Vendor Billing (Invoicing) Process
Description: Vendor will be billed for access to titles and liens from Vendor.

Methodology: [we need to describe generally how we track how many records are sent to the Sub-Vendors and how we have an audit trail that certifies we are billing them correctly. Also need to mention payment terms.

Actors: Vendor; Sub-Vendor

Actions:
1. Sub-Vendor must pay an annual registered users fee of $75.00 for services.
2. Sub-Vendor will be billed on a monthly basis for access to titles and liens.
3. Vendor will bill Sub-Vendor within the first 7 business days of the month for the previous month's activity.
4. Invoice terms are net 20 days from date of invoice. Accounts owing after net term are considered past due and will incur a 1.5% finance charge.
5. Accounts past due for 60 days are in default and are suspended; a monthly 1.5 % finance charge is applied to the entire account until full payment of receipt.