

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” 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.-

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

10. Sub-vendor

17. 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:

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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-

- 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 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.

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. I(s)0.2400030 0 0.2400000 233.3628 656.16cm BT 45 0