

**AGREEMENT FOR ACCESS TO MOTOR VEHICLE RECORDS**

I, h s Agree en, s de e een ..... person or

en, y, h s d d r e s s .....  
.....

Vendor or nd Co or do n er c, e LLC here f er Vendor por n ger of he  
s e of Co or do s e e c r o n c e go e r n e n, por p r s n o n g e r, con r c, h he  
s or, y e s, s h e d Co or do e, d e n e r n e Por A h o r, y PA

Def n r o n s

*“Affidavit of Intended Use” is a*

**“Personal Information” or “PI”** is defined in the federal Driver Privacy Protection Act (DPPA) as adopted in Co or do s es CR s ended fro , e o , e

**“Records Containing Personal Information” or “RCPI”** re hose LRs n h ch ny d fe d of Person nfor on h s no een re o ed

**“Records Without Personal Information” or “RWPI”** re hose LRs fro h ch Person nfor on h s een re o ed

**“Records”** re he eh ce records , e reg s r , on or , en records or ny por , on of he records n , ned y he DMG nder ny pro , s on of Co or do

**“SIPA”** , s he e , de n er ne Por A hor y of Co or do

**“Statement of Confidentiality”** is a s e en fro n e p oyee off cer s ff e er e por ry e p oyee or s con r c or of Vendor or Vendor h he conf den , y of he nfor on con , ned , h n DMG Records sh e n , ned , es nd h Records sh no e d s r ed so d or sh red , h ny

Rec s

† EREA n order o, pro e eg y per , ed e ec ron,c ccess o RL s nd o her Records nd on ne ser ces he Co or do Dep r en of Re en e DOR h s enered n o n Con r c, h Co or do n er c, e LLC d Co or do go nd

† EREA Vendor des res o en er, n o n Agree en, h Vendor for he p rpose of rece ng n er c, e er ce s hro gh Vendor o cer n Records spec fied here n fro he d se s n ned y nd n der he c s ody nd con ro of he DM nd

† EREA Vendor des res he n er c, e er ce s order o pro de cop es of RL Records o s c s o ers ho ee he eg cr er for re e se o he of RLs End ser s here n fer def ned nd

† EREA he ser ce for ccess o o or eh ce records offered y Vendor s f y descr ed, h s er s cond ons nd p rce n sep r e ched e A o h s Agree en nd

† EREA Vendor sh s gn fy, s des re o rece e ccess o h s n er c, e er ce y s gn re on he sep r e Co or do n er c, e Reg s r on Agree en

NO † EREFORE n consider on of he co en n s nd gree en s here n n c d ng he o n s here n fer pro ved o e p d y Vendor o Vendor for s ch e on ne ccess he p r es here o gree s fo o s

The Def n ons nd Rec s re p r of h s Agree en

† re en y Vendor of R P

R P re no s ec o reg on y he DPPA nd h s re P c Records s h er s def ned n Co or do As s ch hey y e d sse n ed o n End ser y Vendor h o co p nce h he s er es s pp y o Records con n ng P o e er he pp c e Por Fee pp es o d s c os re or r ns o Vendor of Record fro h ch P h s een per n en y re o ed

† re en y Vendor of RCP

Vendor gree s h RCP re s ec o reg on reg rd ng d sse n on or d s c os re o End sers Vendor gree s o req re s End sers o c no edge nd gree o h s s e A en res h s seq en y cq re he RCP fro Vendor or n End ser s e con r c y o nd o he Vendor or End ser o de y he req re en s n he Aff d of n ended se

RCP pro ved y Vendor e sed y Vendor n c cord nce h he res n c ons posed y DM nd Vendor gree s o req re s End sers o gree o e re son e s eps o res n c he r se f s ch Records con n P hen he Record s f r n shed o he End ser

Vendor sh p y o Vendor Por Fee for he n er c, e er ,ce s ,n  
ccord nce , h he ched ched es nd p rs n o he gener er s nd  
cond ,ons of he Co or do n er c, e Regs r ,on Agree en

Vendor sh co p e e nd de, er o Vendor Req es or Re e se For nd  
Aff d , of n ended se For A ched Aff d , of n ended se h s he  
e nng scr ed o, n, CR s ended fro , e o, e Vendor  
grees o ,de y he eg res r, ons nd cond ,ons pon se reg rdng he d sc os re  
of P con ,ned, n Record nd sh , , s ch se o hose o ,ned on Vendor s  
Aff d , of n ended se Vendor s End sers se , e , , ed y con r c o  
one of Vendor s d ses per he Aff d ,

he Vendor sh co p y , h he DM policy o ss s ,n he effec , e  
d ,n s r ,on of he DPPA nde , h ch se of RCP ,s res r, ed o se for  
eg , e p rpose y Vendor

Vendor grees o des roy Records re ,nng ,n s possess on, hen hey  
re no onger needed for Vendor s eg , e p rposes nde h s Agree en fer  
, s se P rs n o CR Records o ,ned fro Vendor y Vendor  
y no e sed for ny p rpose no e press y horzed y nd h s Agree en  
he Vendor ,s proh , ed fro sng he Records for ny o her p rpose ,nc dng  
no , , ed o hose proh , ed p rposes ,den ,f ed ,n CR or y h s  
Agree en

Vendor grees o ,de y he po ,ces of DM s od ,f ed fro , e o  
, e nd he s of he ned es of A er c nd he e of Co or do reg rdng  
he d sc os re of Records, ss ed o Vendor or o End sers respec , e y

Vendor grees h ne her , nor Vendor re represen , es of DM for  
p rposes of Records d ,n erpre ,on nd herefore re no horzed y DM o  
,n erpre he con en of Records Q es ,ons reg rdng he con en of records sho d e  
d rec ed o Vendor ho , o ,n g ,d nce fro DM

Vendor grees o , p e en re son e sys e nd d sec r y proced res  
o pro ec Records fro n horzed d sc os re ch re son e proced res s  
,nc de re no , , ed o sern e nd p ss ord ccess po ,ces fre s

Vendor agrees to cooperate fully, herein, in any investigation by Vendor or DMCA of any alleged disclosure of Proprietary Information by Vendor, its employees or representatives of either of them, and in any reasonable search conducted for disciplinary purposes. Either Vendor or DMCA shall have the right to hire a third party or independent contractor to conduct such investigation.

This Agreement, in its entirety, is hereby accepted and provided under this Agreement by each party, and each party agrees to be bound by its terms and conditions. No provision of this Agreement shall be construed to create a partnership, joint venture, or any other relationship between the parties.

- Each party shall be responsible for its own compliance with applicable laws and regulations, and for any damages, penalties, or fines incurred as a result of non-compliance.
- DMCA shall be responsible for providing any necessary technical assistance to Vendor.
- DMCA shall be responsible for maintaining the confidentiality of any information received from Vendor.
- DMCA shall be responsible for providing any necessary support services to Vendor.
- DMCA shall be responsible for providing any necessary training to Vendor.

Vendor reserves the right to terminate this Agreement at any time, with or without cause, and to discontinue its use of the services provided by Vendor. Vendor shall have no obligation to provide any services or support to Vendor after termination of this Agreement.

Vendor agrees to indemnify and hold harmless Vendor and the officers, directors, employees, contractors, agents, and representatives of Vendor from and against all claims, damages, losses, costs, expenses, and attorney's fees, including reasonable attorney's fees, arising from or in connection with the performance of this Agreement or the performance of any other obligations of Vendor to Vendor. Vendor shall also indemnify and hold harmless Vendor from and against all claims, damages, losses, costs, expenses, and attorney's fees, including reasonable attorney's fees, arising from or in connection with the performance of this Agreement or the performance of any other obligations of Vendor to Vendor.

Vendor shall report to Vendor any and all suspected or actual instances of unauthorized use of Vendor's confidential information or trade secrets.

ny no n ,s se of nd.or re ch of sec r, y or conf den, , y, n o ,ng

. The er of h's Agree en sh e one ye r fro he d e of s,gn ng n ess e r,er er n ed p rs n o he er s of h's Agree en nd y e rene ed for s ccess e one ye r er s y consen of he p r,es s,gn f,ed n r,ng

Vendor c no edges nd grees o req ,re , s End sers o c no edge h he con n,ng o nersh,p of he or,gn record n der y,ng e ch copy of Record re ,ns , h DM

Vendor s e e o de ons re , es h he DM Records c n e sep r e y,den ,f,ed fro records o ,ned fro o her so rces

Vendor nd Vendor e ch r r n h , possesses he eg hor y o en er n o h's con r c nd h , h s en c,ons req ,red y, s proced res y s nd.or pp,c e o e er,se h hor,y nd o f y hor,ze , s nders,gn s,gn ory o e ec e h's Agree en nd o ,nd he p r y o, s er s The person e ec ,ng h's Agree en on eh f of e ch p r y, r r n s h s ch person h s f hor,z ,on o e ec e he Agree en

Vendor c no edges nd grees h Vendor or DM or n,ndependen d or se ec ed y e,her of he y d he con r c perfor nce of he Vendor The re son e degree nd cond c of ny s ch d nd he re son e freq uency of s ch d s, e he so e d s cre, on of he req es,ng p r y nd , foc s on he co p, nce, h he er s of h's Agree en Vendor grees o cooper e f y, h ny s ch d ors

Vendor sh no n, e ny press nd.or ed con c nor respond o press. ed req es s reg rd,ng h's Agree en nd.or ny re ed ers concern,ng he e, ho he p r or r en p pro of Vendor nd DM

The s of he e of Co or do nd r es nd reg ,ons ,ss ed p rs n here o sh e pp,ed n he ,n erpre ,on e ec ,on nd enforce en of h's Agree en Vendor grees h en e for ny c, on e een he p r,es for c , s concern,ng h's Agree en sh e ro gh n he c y nd Co n y of Den er Co or do Any pro ,s on rendered n nd o d y he oper ,on of h's pro ,s on, no n ,d e he re ,nder of h's Agree en o he e en h he con r c e

Mr. D. Morrison, General Manager  
Colorado Interactive, LLC  
Denver, Colorado

This copy of  
Colorado Interactive, LLC  
Colorado Interactive, LLC  
Denver, Colorado

Vendor Address for notices

.....  
.....  
.....  
.....

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Colorado Interactive, LLC on this 1st day of January, 2014.

Vendor Address for notices  
Vendor Address

**Sub-Vendor** **Colorado Interactive, LLC**

Authorized Agent  
D. Morrison  
General Manager

Date  
Date

Printed Name

Printed Title





### Schedule A

#### Access to Motor Vehicle Records

This schedule A, its sections and conditions of the Agreement for Access to Motor Vehicle Records entered into on the \_\_\_\_\_ day of \_\_\_\_\_ the Agreement by and between Co or do n er c, e LLC here for Vendor and Vendor

Under the terms of the Agreement this service is Vendor, which sees the e, g, r, y cr er, se for h n der Dr ers Pr cy Pro ec, on Ac DPPA C e eq P ic L o rece e Mo or Veh, ce d, e nd Len Records here for dLR records fro DMQ's o or eh, ce, e nd e n, nfor , on Vendor grees h res r, c, ons on he se of he o or eh, ce, e nd e n, nfor , on nd he e ns of ccess o h, nfor , on y e od, f, ed y Vendor pon, r, en no, ce o Vendor ny, e

The n, r, ser, ce, , pro, de dLR records o Vendors, n he nner def, ned e, o

#### Frequency of Bulk Data Updating

Vendor, rece e pd, ed d fro he Dep r, en of Re en e DOR h, r, e pp, ed o oc pd, es once e e

#### Bulk Data Formats

Vendors, r, rece e dLR records, n he s e for hey h e h, s or, c y rece e d he

#### Bulk Processing Methods

This service provides three methods for Vendor to request dLR records h he Vendor, s q, r, f, ed o rece e s ec o ny, r, r, ons on ccess o or se of he dLR records, r, posed y DMQ's soon s re son y pr, c, c fo o, ng he Vendor s e ec ron, c req, es

#### Day Batch Request Processing

Description: Vendor y s, r, ch, n, p, f, e spec, fy, ng h, r, es nd, r, ens sho d e re r, e ed d, he for for h, s f,



- Vendor p ces ch, np fi e, n ss, gned d, rec ory
- Vendor re r e es he ch, np fi e fro he ss, gned d, rec ory
- Vendor cre es n rch, e copy of he ch, np fi e
- Vendor r ns ch, ng process o re r e req es ed, es nd, ens
- Vendor gener es res fi e, h he n e p o, yyyy dd
- Vendor r nsfers he res fi e o he Vendor's ser er
- Vendor sends ne, no, f, c, on o he Vendor, nd, c, ng he s ccess of he process

Variations:

**Name:** Vendor does no s pp y ch, np fi e  
**Conditions:** here, s no ch, np fi e o re r e e, n s ep  
**Actions:**  
 No f r her c, on req, red

**Name:** Vendor s pp, es ch, np fi e, n, ncorrec for  
**Conditions:** he ch, np fi e s pp, ed, n s ep, s no, n he correc for  
**Actions:**  
 Vendor sends e, no, f, c, on o Vendor no, fy, ng he of he  
 for error  
 Vendor er s Vendor s Pro ec M n ger PM f er d ys of  
 ns ccessf e p s  
 PM con c s Vendor

**Name:** Vendor n e o re r e e req es ed, es nd, ens  
**Conditions:** he p e ch, ng process f, s d r, ng s ep  
**Actions:**  
 Vendor re r es he process s r, ng s ep

**Name:** Vendor n e o r nsfer res fi e o Vendor  
**Conditions:** Vendor, s n e o s ccessf y r nsfer he res fi e o he  
 Vendor  
**Actions:**  
 Vendor sends e, no, f, c, on o Vendor  
 Vendor re r es he process s r, ng s ep

ee y L Req es Process ng

**Description:** Vendor, e r c LRs h h e ch, nged fro he pre, o s, ee  
 s, ng he L es fro DM nd r nsfer he e r c o he Vendor

**Actors:**  
 Vendor L R Vendor DM

**Actions:**

Vendor r ns ne r c of , es nd ,ens fro he L d se  
 Vendor gener es res f e , h he n e Lo , yyy d d  
 Vendor r nsfers he L res f e o he LR Vendor's ser er  
 Vendor sends ne , no ,fc ,on o he LR Vendor ,nd c ,ng he  
 s ccess of he process

*Variations:*

*Name:* Vendor n e o re r e e e r c

*Conditions:*

*Conditions:* Vendor, s n e o s ccessf y r nsfer he C, res f e o he

Vendor

*Actions:*

Vendor sends e , no, f c , on o Vendor

Vendor re r es he process s r, ng s ep

Vendor er s Vendor s Pro ec M n ger f er d ys of ns ccessf e p s

**Pricing:** The cos of he ser , ce , s 000 per 000 records de , ered

**Vendor Billing (Invoicing) Process**

*Description:* Vendor , e , ed for ccess o , es nd , ens fro 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 Vendor

*Actions:*