

## AGREEMENT FOR IDAHO DLR, MVR & DASHBOARD RECORD PROCESSING

This agreement is made between \_\_\_\_\_, a corporation with its principal office in \_\_\_\_\_ (hereinafter "SUBSCRIBER"), and Idaho Information Consortium, Inc., doing business as Access Idaho, and portal manager of the State of Idaho's initiative known as Access Idaho (hereinafter "Access Idaho").

WHEREAS, SUBSCRIBER is desirous of entering into an Agreement with Access Idaho for the purpose of receiving computer access to Idaho motor vehicle and/or driver's license records ("Agreed Data") under the custody of the Idaho Transportation Department, ("ITD"); and

WHEREAS, SUBSCRIBER desires to purchase electronic access to said records now and in subsequent years, and to do so by electronic processing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by SUBSCRIBER for such access, the parties hereto agree as follows:

1. Access Idaho shall furnish to SUBSCRIBER Agreed Data requested by SUBSCRIBER, subject to any limitations to access to the ITD database imposed by ITD.
2. SUBSCRIBER may request records directly from Access Idaho via File Transfer Protocol (FTP) to a site designated by Access Idaho, and when available, interactively through a HTTP World Wide Web interface.
3. SUBSCRIBER shall pay to Access Idaho a fee of \$9.00 per DLR record request and \$8.50 per MVR record request. Payment shall be remitted to Access Idaho (P.O. Box 26682, Salt Lake City, UT 84126-0682) within twenty (20) days from the date of the invoice. Other payment options are available as described in the PREMIUM SUBSCRIPTION AGREEMENT. Accounts not paid when due may be fined, or may have their access terminated without notice.
4. SUBSCRIBER agrees that information records provided by Access Idaho will be used for only the following purposes (please indicate by checking box for what purpose records are being used – options continue on following two pages):
  - GOVERNMENT:** 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.
  - DRIVER OR VEHICLE SAFETY:** For use in matters of motor vehicle or driver safety and theft; motor vehicle emissions, motor vehicle product alterations, recalls or advisories; performance monitoring of motor vehicles, motor parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original records of motor vehicle manufacturers.
  - BUSINESS ACTIVITIES:** For use in the normal course of business by a legitimate business or its agents, employees or contractors, but only:

- To verify the accuracy of personal information submitted by the individual to the business or its agents, employees or contractors; and
  - If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purpose of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- ❑ **COURT PROCEEDINGS:** For use in connection with any civil, criminal, administrative or arbitral proceeding in any federal, state or local court or agency or before any self-regulatory body, including the services of process, investigation, and anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state or local court.
  - ❑ **RESEARCH:** For use in research activities, and for use in producing statistical reports, so long as personal information is not published, re-disclosed or used to contact individuals.
  - ❑ **INSURANCE:** For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees or contractors, in connection with claims investigation activities, rating or underwriting.
  - ❑ **TOWED/IMPOUNDED VEHICLES:** For use in providing notice to the owners of towed or impounded vehicles.
  - ❑ **INVESTIGATION:** For use by any licensed private investigative agency or licensed security service for any purpose permitted under the provisions of title 49, Idaho Code.
  - ❑ **EMPLOYER INFORMATION:** For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 USC 31101 et seq.).
  - ❑ **PUBLIC SAFETY/VEHICLE OPERATION:** For any other use specifically authorized under Idaho Code, if such use is related to public safety or the operation of a motor vehicle.
  - ❑ **TRANSPORTATION FACILITIES:** For use in connection with the operation of private toll transportation facilities, including companies that operate parking facilities for the purpose of providing notice to the owners of vehicles who have used the facility.
5. This agreement may be terminated 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. This agreement may be immediately terminated upon any material breach of any covenant herein at the option of the non-breaching party, or upon cessation of the Service Level Agreement with ITD. 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. SUBSCRIBER's address for notice shall be the billing address entered on page 4. Access Idaho's address for notice is:

Access Idaho  
999 W. Main Street, Ste 910  
Boise, ID 83702

6. This agreement in addition to the PREMIUM SUBSCRIPTION 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. This agreement may be changed, modified or amended at any time, but only by an instrument in writing, signed by duly authorized representatives of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

SUBSCRIBER

Access Idaho

\_\_\_\_\_  
Authorized agent                      Date

\_\_\_\_\_  
Jeff T. Walker                      Date  
General Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)