

999 Main St., Suite 910 Boise, Idaho 83702  
*ph* 208.332.0102 *fx* 208.332.0106 *tollfree* 1.877.4ID.EGOV

## PREMIUM SUBSCRIPTION AGREEMENT

This agreement is between you, the Subscriber, and Access Idaho for the purpose of granting you online access rights to the premium services offered by Access Idaho. Access Idaho is an internet-based electronic portal designed to streamline access to government information.

A premium subscription is required if you desire access to any of the following three online services: UCC Searches, Driver's License Record (DLR) Searches, or Motor Vehicle Record (MVR) Searches. There is a \$95.00 annual fee for the services associated with a premium subscription account, which will appear on your first invoice. In addition to the annual fee, you will be billed usage fees for the services you access each month. A listing of fees associated with premium services can be found at <http://www.idaho.gov/home/subscription.html>

Please carefully review the entire subscription agreement. The agreement must be signed, dated and returned to the above mailing address, or faxed to 208-332-0106. Note: The **entire agreement** must be reviewed and completed if you wish to have access to DLR, MVR and/or Driver Record Dashboard Searches online. If you are not requesting access to DLR or MVR searches, you do not need to complete the final three pages of the agreement titled "Agreement for Idaho MVR Record Processing".

If you have any questions regarding information contained within this agreement, please contact Access Idaho at 208-332-0102, or toll-free at 1-877-4ID-EGOV (1-877-443-3468).

# Access Idaho Premium Subscription Agreement

The Subscriber and Access Idaho wish to contract for the provision of premium services from Access Idaho to Subscriber as per the Terms and Conditions below. Access Idaho provides online access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by Access Idaho.

## Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Access Idaho will provide services to Subscriber.
2. Access Idaho reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that this Agreement is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Subscriber by Access Idaho, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

## 4. Conditions of Use

a) Hours of Service: Service will be provided on a non-guaranteed basis, seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Access Idaho in its sole discretion.

Access Idaho will issue a username to the Subscription Administrator. The Subscription Administrator will be responsible for adding and managing additional users. Subscriber and authorized users are responsible for preserving the secrecy of log-in credentials and to ensure that access to services and use of Subscriber's access credentials are controlled by the Subscriber and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is responsible for any and all charges for services to its ID/account numbers whether or not authorized by Subscriber.

b) Access: Subscriber is solely responsible for the selection and procurement of any equipment necessary for it to access the Access Idaho service.

c) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through Access Idaho services.

d) Driver Privacy Protection Act (DPPA): Subscriber must ensure that its use of the Access Idaho service complies with all applicable federal, state and local laws and regulations, including but not limited to the DPPA and Idaho Code Section 49-203. Customer acknowledges, for itself and on behalf of its Users, that access to the Access Idaho Services is given only for purposes and uses permitted by law.

e) Subscriber shall maintain in confidence any and all Personal Information (as defined in Title 28, Chapter 51, Section 28-51-104 (5) of the Idaho Statutes) obtained as a result of the Access Idaho Services.

f) Misuse of the access granted pursuant to this Agreement may result in criminal violations of applicable laws, including but not limited to 18 U.S.C. § 2701 ("Unlawful Access to Stored Communications"), of 18 U.S.C. § 1001, et. Seq. ("Computer Fraud and Abuse Act of 1986"), and of 15 U.S.C. § 1681 ("Fair Credit Reporting Act").

## 5. Payment

a) Invoices for all services rendered will be prepared by and provided by Access Idaho. Rates shall be in accordance with the current Access Idaho rate schedule. Terms of invoice payment shall be net twenty (20) days.

b) In addition to the rates contained herein, Subscriber shall pay Access Idaho for all sales, use and excise taxes incurred by Access Idaho in providing services to Subscriber. Access Idaho makes no representations as to the liability or exemption from liability of the Subscriber to any tax imposed by any governmental entity.

c) Past due invoices will be subject to a delinquency charge of 3% per month of the amount in arrears, or the legal limit, whichever is less. The delinquency charge is calculated as of the date of the invoice and accrued on the 21<sup>st</sup> day after the date of the invoice. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

d) Payment Options: (Subscriber selects one)

(i) Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.

(ii) Visa/MasterCard - Charges the monthly usage fees to your charge card monthly.

(iii) Monthly Invoice - Access Idaho bills subscriber monthly.

e) Default: An account is in default if it is past due. In the event of default, Access Idaho may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency shall not constitute a waiver by Access Idaho and does not prevent Access Idaho from exercising this option at any other time or degree of delinquency.

## 6. LIMITATION OF LIABILITY

a) The remedies set forth in this agreement are exclusive and in no event shall Access Idaho or the State of Idaho, their respective directors, officers, agents or employees be liable for special, indirect, incidental or consequential damages, including but limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability, even if a party has been advised of the possibility of such damages. Such damages shall in any event be limited to the charges paid for the previous month be subscriber or the services in connection with which a claim of

liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered to him may experience problems of various kinds resulting in an inability to provide services.

b) Subscriber agrees that Access Idaho will not be liable for any claim or demand of any nature or kind whether asserted against Access Idaho or against subscriber by any third party, arising out of the service or materials provided for their use; subscriber agrees to indemnify and hold Access Idaho harmless from claims of third parties arising out of the subscriber's use of the service or materials provided pursuant to this agreement.

c) Access Idaho shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers and by acts of god, flood, fire, war or public enemy.

d) No action or suit, regardless of form, other than an action for payments due Access Idaho, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) The Access Idaho Committee, Idaho Information Consortium, LLC, State of Idaho, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Access Idaho shall at no time be liable for any errors in or omissions from information available on Access Idaho.

## 7. Warranty

a) Access Idaho makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose and provides no warranty that the service will be error-free or non-infringing. While Access Idaho and its suppliers strive for accuracy and completeness of data and services furnished pursuant to the agreement, no warranty or representation as to accuracy or completeness is made or implied. Services are provided on an as-is basis and neither Access Idaho nor the State of Idaho shall be liable for any errors in, or omissions from, information obtained pursuant to the agreement.

b) Subscriber warrants that he is aware of and will comply with all applicable federal, state and local or other laws and regulation with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by through Access Idaho.

## 8. Fee Changes

a) Fees are as set forth on the Access Idaho website found at <http://www.idaho.gov/home/subscription.html>

## 9. Term and Cancellation of Subscription

a) This Agreement shall automatically renew on a month-to-month basis unless cancelled pursuant to the terms herein.

b) A Subscriber may cancel their Premium Service Subscription Agreement at any time. A written request for termination of services must be faxed or mailed to Access Idaho. The Subscriber will be liable for payment of all services rendered during the subscription period. The Subscriber's annual subscription fee will not be refunded. Access Idaho may terminate this Agreement upon written notice to Subscriber.

## 10. Limitations

**a) Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), use data received from or through Access Idaho in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.**

b) Subscriber specifically recognizes and affirms that it, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), will comply with all applicable provisions of all Idaho laws and regulations.

c) Subscriber understands that his Access Idaho service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.

d) Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by Access Idaho.

e) Subscriber acknowledges that records of its access to premium services will be maintained by Access Idaho and are subject to audit and examination for compliance with applicable limitations on use. Subscriber further acknowledges that Access Idaho may share any such records with government entities or law enforcement at its sole discretion.

## 11. Trade name/Trademark

a) Subscriber agrees that he will not use the trademark "Access Idaho" or any of Access Idaho's services identified in any fashion unless specifically authorized to do so in writing by Access Idaho.

## 12. General

a) Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that he has read this Agreement, understands it, and agrees to be bound by it.

b) Waiver: The waiver, modification, or failure to insist by Access Idaho on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of Access Idaho's right to performance of any such term or terms.

c) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

d) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Idaho as such laws are applied to contracts made and to be performed in Idaho, and all actions hereunder shall be brought in a court of competent jurisdiction in Idaho and in no other jurisdiction.

e) Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall

be null and void and of no force or effect. Access Idaho may assign this Agreement and/or the payments due to Access Idaho without notice to or requirement for Subscriber's permission or approval.

f) Insolvency: Subscriber shall notify Access Idaho immediately if it is subject to any insolvency or bankruptcy proceedings, has been found insolvent or bankrupt, or if any assignment has been made for the benefit Subscriber's creditors.

13. Access Idaho's day to day operations and activities are managed by Idaho Information Consortium, LLC an Idaho corporation.

Access Idaho  
**PREMIUM SUBSCRIPTION AGREEMENT**

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**BILLING ADDRESS**

Organization Name \_\_\_\_\_

EIN: \_\_\_\_\_ - \_\_\_\_\_

Soc. Sec. No. (provide ONLY if you do not have an EIN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Billing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Ext. \_\_\_\_\_ **FAX** \_\_\_\_\_

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**BILLING EMAIL ADDRESS(ES)**

We no longer mail out paper invoices. Please provide at least one valid email address for us to send invoices to monthly. Multiple email addresses are allowed.

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**PAYMENT OPTIONS (Please Select Only One Option)**

No matter which option you choose, you will receive a monthly invoice of your account activity via email.

\_\_\_\_\_ Check- Mail payments to Access Idaho, P.O. Box 26682, Salt Lake City, UT 84126-0682

\_\_\_\_\_ Visa/MasterCard/Discover/AMEX (Your card will be billed on the 10<sup>th</sup> of each month)

**Card Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **Exp. Date:** \_\_\_\_/\_\_\_\_

\_\_\_\_\_ Electronic Debit/Auto Check (Your account will be debited once monthly)

Account Type    Checking    Savings    General Ledger    Loan

Customer Type:  Business    Consumer

**Bank Name:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_ (9 digits)

**Account Number:** \_\_\_\_\_

**\*CHECK ALL SERVICES YOU WISH TO INCLUDE WITH YOUR SUBSCRIPTION\***

<input type="checkbox"/> DLR (Driver's License Record Search)	<input type="checkbox"/> Full Fee Commercial Vehicle Registration Renewal
<input type="checkbox"/> MVR (Motor Vehicle Record Search)	<input type="checkbox"/> Temporary Trip Permits for Commercial Vehicles
<input type="checkbox"/> Driver Record Dashboard (Group DLR)	<input type="checkbox"/> Annual Overlegal Permits for Commercial Vehicles
<input type="checkbox"/> UCC Lien Search (Sec. Of State)	<input type="checkbox"/> Hazardous Materials Endorsement
<input type="checkbox"/> UCC Lien Filing (Sec. Of State)	<input type="checkbox"/> Reinstatement Fees
<input type="checkbox"/> Certificate(s) of Existence for Business Entities (Sec. Of State)	<input type="checkbox"/> Crash Reports

**Administrative Contact**

*(This person will have access to online billing reports as well as have the authority to add/remove users from the account):*

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Name	E-Mail	Phone
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<p><b>OFFICE USE ONLY</b></p> <p><b>Admin Username:</b> _____</p>
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**Signature of Agreement**

**I have read and I agree to the terms and conditions of the Access Idaho Premium Subscription Agreement.**

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<b>Signature</b>	<b>Name (printed)</b>	<b>Title</b>	<b>Date</b>
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Note: for purposes of the Uniform Electronic Transaction Act (Idaho Code Title 28, Chapter 50), checking the box to the left constitutes an electronic signature.

## 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 vehicle 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  
General Manager

\_\_\_\_\_  
Date

Note: for purposes of the Uniform Electronic Transaction Act (Idaho Code Title 28, Chapter 50), checking the box to the left constitutes an electronic signature.

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

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