

NICUSA DRIVERS LICENSE AND MOTOR VEHICLE RECORDS
TERMS OF SERVICE AGREEMENT

This NICUSA Drivers License and Motor Vehicle Records Terms of Service Agreement (this "MVR Agreement") is made between NICUSA, Inc. ("NICUSA") and the person or entity ("User") who completes the registration process to open and maintain an account with NICUSA for the purpose of obtaining one or more services (the "Services") from NICUSA related to obtaining certain records maintained by the Maryland Motor Vehicle Administration (the "MVA"). NICUSA and the User are collectively referred to as the "parties."

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING OR USING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS MVR AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS MVA AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, NICUSA WILL PROMPTLY CANCEL THIS TRANSACTION AND USER MAY NOT ACCESS OR USE ANY PART OF THE SERVICE.

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

- 1) Capitalized terms used in this MVA Agreement or any Schedule hereto, but not otherwise defined herein, shall have the meanings set forth on Exhibit A, which is incorporated into this MVA Agreement by this reference.
- 2) Access to the Service is expressly conditioned upon:
 - a) User's acceptance and agreement to be bound by an Account Registration Agreement (the "Registration Agreement"), which will be presented to User for acceptance during the Account registration process and is incorporated into this MVA Agreement by reference; and
 - b) User's execution of an MVA Privacy Protection Agreement, a copy of which shall be delivered to User in connection with the Account registration process. User's account shall not be activated until NICUSA has received verification from the MVA that the MVA Privacy Protection Agreement has been fully executed to the satisfaction of the MVA.
- 3) Access to Services and Records
 - a) As a part of the Account registration process, User has selected one or more Services that will be provided by NICUSA pursuant to the terms of this MVA Agreement. Specific terms and conditions applicable to each Service are set forth on Schedule A (Driver and Vehicle Records Service), Schedule B (Driver Records Monitoring Service) and Schedule C (Vehicle Records Batch Access Service) to this MVA Agreement. User acknowledges and agrees to be bound by the terms and conditions set forth on the applicable Schedule for the Service or Services User has selected.
 - b) The DPPA establishes the following permitted uses for which a User is authorized to obtain Records containing Personal Information (each, a "Permitted Use"):
 - i) 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;

- ii) For use in connection with 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 owner records of motor vehicle manufacturers;
- iii) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only
 - (1) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (2) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual;
- iv) 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 service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court;
- v) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals;
- vi) 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, antifraud activities, rating or underwriting;
- vii) For use in providing notice to the owners of towed or impounded vehicles;
- viii) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection;
- ix) 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 chapter 313 of title 49;
- x) For use in connection with the operation of private toll transportation facilities;
- xi) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains;
- xii) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains;
- xiii) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains; and
- xiv) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

As a part of the Account registration process, User has selected one or more Permitted Use and hereby warrants, represents and certifies that it is eligible to receive Records pursuant to the selected Permitted Use(s). User acknowledged and agrees that User's Account, access to the Services and access to any and all Records is expressly

conditioned upon User's continued eligibility to receive Records pursuant to the selected Permitted Use(s). If, at any time, User is no longer eligible to receive Records pursuant to the selected Permitted Use(s), User will promptly notify NICUSA and will no longer access any Records, unless User is eligible to do so pursuant to a different Permitted Use identified in advance and in writing to NICUSA.

4) Treatment of Records by User.

- a) User agrees to comply at all times with all applicable laws and regulations regarding the dissemination or disclosure of Records, or any portion thereof, including but not limited to the DPPA, the Maryland DPPA Procedure Manual and other applicable federal and state laws.
- b) Except as otherwise provided herein, records provided by NICUSA will only be used by User, in accordance with the restrictions imposed by the MVA.
- c) If, pursuant to the terms and conditions of this MVA Agreement, User is permitted to distribute a Record, or any portion thereof, to a third party recipient (an "Authorized Recipient"), User agrees to execute, in advance of such Authorized Recipient's receipt of any Record, a binding agreement between User and Authorized Recipient pursuant to which any such Authorized Recipient agrees in writing to:
 - i) comply with state and federal legal restrictions and conditions upon the use and Disclosure of the Personal Information contained within a Record;
 - ii) where applicable, identify the Permitted Use pursuant to which the Authorized Recipient is entitled to receive the Record;
 - iii) keep sufficient books and records to evidence use in accordance with the Permitted Use; and
 - iv) abide by all of the terms and conditions of this MVA Agreement applicable to the Records, the Authorized Recipient or the User.
- d) The User any Authorized Recipient shall comply with any MVA policy established from time to time related to the administration of the DPPA.
- e) Each Record obtained by User or an Authorized Recipient may be used by either the User or the Authorized Recipient (but not both) only one time for a Permitted Purpose under this MVA Agreement and applicable law (such use, a "Single Use"). Upon completion or expiration of the applicable Single Use, the User or Authorized Recipient shall destroy the Record and, if the Record contains Personal Information, ensure that the Personal Information is not retained except as integrated into the Permitted Use. For the avoidance of doubt, with respect to the User, the permitted delivery of a Record to an Authorized Recipient shall be deemed to be the expiration of the Single Use by the User for such Record and, upon such delivery to the Authorized Recipient, the User shall promptly destroy such Record.
- f) The User or Authorized Recipient shall not give, sell, or loan a Record obtained directly or indirectly through any Service, to any other person or entity for any purpose whatsoever except as expressly permitted under this MVA Agreement.
- g) User and Authorized Recipient agree that neither they nor NICUSA are representatives of the MVA for purposes of Records data interpretation and therefore, are not authorized by MVA to interpret the content of Records.
- h) User 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, background investigations of employees or any other individuals authorized to access Records, encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.

- i) User agrees to keep and maintain, in accordance with commercially reasonable confidential data archive standards and state and federal law, for a period of time equal to five years after the date a Record is acquired from NICUSA books and records of all transactions conducted under this MVA Agreement, including financial accounts:
 - i) documenting disclosure of any Records in or under its possession or control;
 - ii) documenting its systems and operation for handling of and safeguarding from unauthorized Disclosure of Records under this MVA Agreement;
 - iii) documenting its compliance with the other terms and conditions of this MVA Agreement; and
 - iv) documenting each Authorized Recipient's Permitted Use for the purpose of obtaining each Record, if applicable.

User will make available, and agrees to require its Authorized Recipient to agree to make available, to NICUSA, the MVA, or the authorized representative of either of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either NICUSA or the MVA shall have the right, but not the obligation, to conduct any inquiry or audit hereunder at any reasonable time.

- 5) User shall pay to NICUSA a fee for the Service or Services selected by User in accordance with the attached Schedules and pursuant to the general terms and conditions of the Registration Agreement.
- 6) NICUSA reserves the right, in its sole discretion, to terminate or suspend any Service from User without consulting User prior to such termination or suspension, and shall have no liability whatsoever to User and/or any Authorized Recipient in conjunction with the withdrawal of any such Service.
- 7) User agrees to indemnify, hold harmless, and release NICUSA and the State of Maryland and their employees, agents, and contractors 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 MVA Agreement or the performance, disclosure, or use of any data contained in any Records maintained by MVA, NICUSA or the User, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of Maryland) as they may result from the actions or inactions of the State of Maryland, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of NICUSA) as they may result from the actions or inactions of NICUSA, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees. User agrees to require the same indemnity, hold harmless and release provisions in favor of releasees from each of its Authorized Recipients.
- 8) User shall report to NICUSA, and shall require that its Authorized Recipients report to User who shall then report to NICUSA, promptly upon the discovery of:
 - a) any known misuse of and/or breach of security or confidentiality involving a Record furnished to User from NICUSA, or from User to an Authorized Recipient;
 - b) any litigation or notice of claim involving the content or handling of a Record furnished to User or from User to an Authorized Recipient. Such an occurrence shall be reported by Authorized Recipients to User and by User to NICUSA within three (3) business days of service of process;
 - c) any non-monetary breach of the User's written agreement with an Authorized Recipient. Such an occurrence shall be reported by Authorized Recipients to User and by User to NICUSA within five (5) business days of discovering such breach.

- 9) User shall, and shall require its Authorized Recipients to, be capable of generating, within seven days of a request by NICUSA or MVA, a history of its Disclosures over time of any Records obtained under this MVA Agreement.
- 10) User shall not, and shall require its Authorized Recipients to not, use any PI obtained under this MVA 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.
- 11) User agrees, and shall require its Authorized Recipients to agree, that it (or an Authorized Recipient) is subject to immediate remedial action by NICUSA or MVA or both, in the event of violation of this MVA Agreement. Such remedial action may range from suspension for a fixed period of time, of User from using a service, or the requirement that User suspend a Authorized Recipient from receiving Records, to termination of the privilege of receiving access to a Service, or in the case of a Authorized Recipient, from receiving Records, and may include liability of User or Authorized Recipient to NICUSA and/ or the MVA.
- 12) User agrees, and shall require its Authorized Recipients to agree, that no third-party rights are created or acquired by reason of this MVA Agreement.
- 13) Term
 - a) This MVA Agreement shall remain in full force and effect from the date of its acceptance by User as set forth in the preamble until the occurrence of any of the following:
 - i) upon sixty (60) days advance written notice signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party;
 - ii) immediately upon any material breach of any covenant herein at the option of the non-breaching party;
 - iii) immediately by NICUSA or MVA upon discovery by NICUSA or MVA that any information provided to User by NICUSA has been used or disclosed in violation of this MVA Agreement, or applicable State or Federal law; or
 - iv) immediately upon termination of NICUSA's contract with the Maryland Department of Information Technology or the MVA.
 - b) The termination of this MVA Agreement does not relieve the parties of any obligation regarding Records obtained through any Service or the confidentiality, record keeping or indemnification obligations set forth herein.
- 14) User acknowledges and agrees to require its Authorized Recipients to acknowledge, that the continuing ownership of the original Record underlying each copy of a Record remains with MVA.
- 15) User must be able to demonstrate at all times that the MVA Records can be separately identified from records obtained from other sources.
- 16) User and NICUSA each warrant that it possesses the legal authority to enter into this MVA Agreement 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 MVA Agreement and to bind the party to its terms. The person entering into this MVA Agreement on behalf of User warrants that such person has full authorization to execute the Agreement.
- 17) User shall not initiate any press and/or media contact nor respond to press/media requests regarding this MVA Agreement and/or any related matters concerning the State of Maryland without the prior written approval of NICUSA and the MVA.
- 18) The laws of the State of Maryland and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this MVA Agreement. User agrees that for this MVA Agreement and for any Authorized Recipient agreements with User,

venue for any action between the parties for claims concerning this MVA Agreement shall be the County of Anne Arundel, Maryland. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this MVA Agreement to the extent that the contract is capable of execution.

- 19) The MVA has identified certain government agencies and other entities that shall receive access to Records and Services at no charge (each, a "Government Access Partner"). Notwithstanding any other provision of this MVA Agreement to the contrary, if User is a Government Access Partner, none of the terms and conditions in this MVA Agreement shall apply to User except for those set forth in Section 4(a) and Section 6. Any User that is a Government Access Partner acknowledges and agrees that NICUSA shall not be directly or indirectly liable for Government Access Partner's access to, or use of, the Records or any Service.
- 20) This MVA Agreement may be changed, modified, or amended at any time by NICUSA unilaterally, upon delivery of notice to User by NICUSA or upon making the modified version of this Agreement available at www.egov.maryland.gov/register.

Exhibit A

Definitions

“Account” is the User’s account with NICUSA established through Maryland.gov establishing User’s access to the Services.

“Disclosure” or *“Disclosed”* is the sale, giving away without compensation, or other transfer or revelation of the information or data contained in a DLR, or MVR.

“MVA” or *“Administration”* is the Maryland Motor Vehicle Administration.

“DPPA” is the Federal Driver Privacy Protection Act (18 USC § 2721, et seq.).

“Interactive Service” is a service operated by NICUSA/Authorized Recipient to allow Users or Authorized Recipients to electronically submit a request for Records or data services and the requested Records or services are delivered electronically to the User or Authorized Recipient.

“Driver History Record” or *“DLR”* is any of class of records compiled and maintained by the MVA pertaining to a driver’s license, a permit, a motor vehicle registration, a motor vehicle title or an identification document issued by the Administration.

“Personal Information” or *“PI”* is defined in the federal Driver’s Privacy Protection Act (“DPPA”) as amended from time to time.

“Records” refers to all MVA records delivered by NICUSA in connection with any Service, including without limitation, DLRs, MVRs, and any other motor vehicle records; title, registration, or lien records or any portion thereof.

“Motor Vehicle Records” or *“MVRs”* are Motor Vehicle Records that pertain to motor vehicles that are or were titled or registered in Maryland, or which have a lien placed upon them which is noted in Maryland.

Schedule A

Driver License Record (DLR) and Motor Vehicle Record (MVR) **Interactive and Point-to-Point Service**

Subject to the terms of the MVA Agreement, this DLR/MVR Service allows Users that meet the eligibility criteria set forth under Drivers Privacy Protection Act. (DPPA) 18 USC § 2721 et. seq. (Public Law 103-322), to receive records from MVA's DLR and MVR database. User agrees that restrictions on the use of the driver's license information may be modified by NICUSA upon written notice to User at any time.

This service provides two methods for User to request a DLR/MVR for which the User is qualified to receive, subject to any limitations on access to or use of the DLR/MVR imposed by MVA, as soon as reasonably practical following the User's electronic request.

The Interactive Service:

- Allows an authenticated User or Authorized Recipient to search for individual DLR/MVR
- Requires the User or Authorized Recipient to state the intended use of the DLR/MVR being requested
- Requires the User or Authorized Recipient to input the driver license number or provide the name and date of birth.
- Requires the User or Authorized Recipient to input VIN, tag, owner driver license number or title number.
- Allows the User or Authorized Recipient to view and print the DLR/MVR if one is located in the database
- Allows the User or Authorized Recipient to view a history of previous searches

The Point-to-Point Service:

- Allows an authenticated User or Authorized Recipient to request individual DLR/MVR
- Requires User or Authorized Recipient to submit record requests using a standard format determined by NICUSA
- Assistance is provided by NICUSA's technical staff with the initial set-up for a User or Authorized Recipient
- Returns the DLR/MVR located in the database as an XML data structure within the response SOAP message

User or Authorized Recipient shall pay to NICUSA a Fee (defined below) for the Interactive Service or Point-to-Point search in accordance with the following:

1. \$12.00 per DLR/MVR ("Fee") for each DLR/MVR that is returned to User or Authorized Recipient. (\$9.00 for approved government entities)
2. A no-hit result generates a Fee.

Schedule B

Batch SFTP Driver Monitoring Service

Subject to the terms of the Agreement, this Batch Service allows Users to monitor certain changes to data fields in specific Driver History Records requested by User for the purpose of assisting its clients with insurance re-underwriting or employment screening, subject to any limitations on access to MVA's database imposed by MVA.

Driver Monitoring Process:

Subscriber will provide NICUSA, via SFTP, a listing of records to be monitored. Each record will be matched against the MVA's records on the key fields of Driver's License and Date of Birth. Records that do not match on these keys will be rejected and provided back to the Subscriber through an error file report. The Subscriber will not be charged a fee for rejected record requests. NICUSA will return to Subscriber a full 3-year driving record or partial record as requested for each successful record request and subscriber will be charged per full or partial record as determined by Subscriber pricing group.

Subscriber may choose to receive record updates on a daily, weekly, or monthly frequency. Only one (1) frequency choice per Subscriber is allowed.

The creation, deletion, or modification of a violation code on a MVA driver record will trigger an update record to be produced. Subscriber may choose to receive updates as individual line-item entries (partial record) or as 3-year (full record) driving records with the newly added conviction record entry(ies).

Upon each Anniversary Date of the Subscriber Account (unless inactive), all driver licenses monitored, regardless of the date added, will cause the generation of a 3-year/complete driving record to be written to a file and placed in that Subscriber's SFTP "out" directory. The charge for each 3-year driving record will be \$12.00.

Pricing:

1. \$12.00 per driver license record ("Fee") for each record that is being monitored. (\$9.00 for approved government entities)
2. For each update to a driver record, User shall pay:
 - a. \$12.00 for full record update;
 - b. \$0.08 for partial record update;
 - c. \$0.025 cents for partial record updates for approved government entities.

Schedule C

Batch SFTP Vehicle Access Service

Subject to the terms of the MVA Agreement, this Batch Service allows User to request specific Motor Vehicle records for which the User is qualified to receive, subject to any limitations on access to MVA's database imposed by MVA.

Vehicle Access Service Process:

User will provide NICUSA, via SFTP, a listing of records to be returned. Each record will be matched against the MVA's records on the key field of Vehicle Identification Number (VIN). Records that do not match on this key will be rejected and provided back to the User through an error file report. The User will not be charged a fee for rejected record requests. NICUSA will return to User a full motor vehicle record or partial record as requested for each successful record request and User will be charged per full or partial record as determined by User pricing group.

Pricing:

1. \$12.00 for full records requested (\$9.00 for approved government entities);
2. \$0.08 for partial records requested;
3. \$0.025 cents for partial records requested for approved government entities.