

RESTRICTED USE AGREEMENT FOR
RECORDS CONTAINING PERSONAL INFORMATION
SUBJECT TO THE DPPA

This agreement is made between _____, with its principal office in _____ (“SUBSCRIBER”), and Montana Interactive, LLC (“MI”), Service Provider of “mt.gov,” a State of Montana instrumentality operated under the authority of the Department of Administration.

WHEREAS, SUBSCRIBER desires to enter into an Agreement with MI for the purpose of receiving computer access to records maintained by the Montana Department of Justice (“DOJ”), portions of which (“Personal Information”) are subject to the Driver’s Privacy Protection Act (DPPA) as enacted in Montana, under the custody of the DOJ; namely,

- Driving Records (including Personal Information)
- Vehicle Record Information (including Personal Information) (additional form required) (collectively, “Agreed Data”)

WHEREAS, SUBSCRIBER desires to purchase electronic access to Agreed Data now and in subsequent years, and to do so by interactive 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. MI shall furnish to SUBSCRIBER electronic access to Agreed Data requested by SUBSCRIBER, subject to any limitations to access to the DOJ database imposed by DOJ or state or federal law.
2. SUBSCRIBER may request records access directly from MI via File Transfer Protocol (FTP) to a site designated by MI, or interactively through a HTTP World Wide Web interface.
3. SUBSCRIBER shall pay to MI a fee of \$7.00 per driving record request and \$2.00 to \$5.00 per vehicle search request, both regardless of result returned. Fees are subject to change. Payment shall be remitted to MI within twenty (20) days from the date of invoice. SUBSCRIBER’S billing information follows:

Name Line 1: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip Code: _____

Attention: _____

Telephone Number: _____

Fax Number: _____

e-mail address: _____

Accounts not paid when due may be fined, or may have their electronic access terminated without notice.

4. SUBSCRIBER agrees that information records provided electronically by MI will be furnished by SUBSCRIBER, as an intermediary, to SUBSCRIBER's customers. SUBSCRIBER will take all reasonable steps to require that its customers' indicated use for such records, which furnishes the legally-authorized basis for SUBSCRIBER's request for Personal Information as a part of such records, strictly complies with the DPPA as enacted in Montana, and any further restrictions imposed by DOJ. SUBSCRIBER agrees that the indicated purposes for which Personal Information can be legally furnished to SUBSCRIBER's customers may be modified prospectively by DOJ upon written notice to SUBSCRIBER at any time, or by change in law, which SUBSCRIBER shall be responsible for monitoring itself. Other than as an intermediary for its customers, SUBSCRIBER shall not use the Personal Information from the Agreed Data itself for any other purpose. At the time of signing of this agreement, SUBSCRIBER agrees that Personal Information may be requested as a part of Agreed Data only for the following purposes:
 - A. By any insurer or insurance support organization in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
 - B. In the normal course of business by a legitimate business or its agents, employees or contractors:
 1. To verify the accuracy of personal information submitted by the individual who is the subject of the record to the business or its agents, employees or contractors; and
 2. If such information is not 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 an insured or applicant.
 3. To verify vehicle information.
 - C. By an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. Part 383)
 - D. 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 Federal, State, or local court as allowed by the Federal Driver's Privacy Protection Act 18 U.S.C. §2721(b)(4) and Montana law (61-11-509(2)).

E. For use in activities pertaining to:

1. motor vehicle or driver safety and theft;
2. motor vehicle emissions;
3. motor vehicle product alterations, recalls, or advisories;
4. performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; and
5. removal of nonowner records from the original owner records of motor vehicle manufacturers;

F. For any use by a requester who demonstrates to the department that the requester has obtained the express consent of the person to whom the information pertains.

G. By a party in interest, or the agent of a party in interest, in a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including the service of process, an investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of any court;

5. SUBSCRIBER agrees that disclosure of Personal Information contained within Agreed Data by SUBSCRIBER will be done only in accordance with the federal Driver's Privacy Protection Act, as implemented by the State of Montana, Chapter 123, Section 2721(c) Montana Revised Statutes, and as it may be amended in the future.
6. SUBSCRIBER agrees to promptly and adequately destroy the Personal Information contained within Agreed Data in its possession when the Personal Data is no longer needed for the purposes for which it was provided, and to take all reasonable measures to contractually require its customers to do the same. Subscriber accepts full responsibility for the resale or other dissemination of the Personal Information contained in the Agreed Data issued to it.
7. SUBSCRIBER agrees that neither SUBSCRIBER nor MI are representatives of DOJ and therefore are not authorized by DOJ to interpret records subject to the DPPA.
8. SUBSCRIBER agrees to implement all reasonable procedures to protect Personal Information from unauthorized access.
9. The SUBSCRIBER agrees to allow MI and/or DOJ staff access to any of its records relating to this Agreement or its customer agreements, for auditing, compliance and monitoring purposes.

10. This agreement may be terminated:
- A. 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.
 - B. immediately upon any material breach of any covenant herein at the option of the non-breaching party, or upon cessation of the mt.gov Agreement with DOJ.
 - C. 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 address in paragraph 3 above. MI's address for notice is:

**Montana Interactive, LLC
Attn: General Manager
101 N. Rodney, Suite 3
Helena, Montana 59601**

- D. immediately upon notification by Department of Justice, Motor Vehicle Division to terminate the SUBSCRIBER.
11. SUBSCRIBER agrees to indemnify, hold harmless, and release MI and the State of Montana and their respective officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising from the performance of this agreement by the SUBSCRIBER, its officers, agents, volunteers or employees, including SUBSCRIBER's customers.
12. 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. 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

Montana Interactive, LLC

Authorized agent

Date

Sandi Miller
General Manager

Date

(Typed Name)

(Typed Title)

