

**AGREEMENT FOR OFFICIAL DRIVERS LICENSE DATA
PROCESSING**

This agreement is made between _____, a corporation with its principal office in _____ (“SUBSCRIBER”), and National Information Consortium USA, Inc. (“NICUSA”), the selected vendor providing Internet Portal services for the State of Alabama.

WHEREAS, SUBSCRIBER desires to enter into an Agreement with NICUSA for the purpose of receiving access to official motor vehicle records (“Agreed Data”) under the custody of the Alabama Department of Public Safety, (“DPS”); and

WHEREAS, SUBSCRIBER desires to purchase access to Agreed Data now and in subsequent years,

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. NICUSA shall furnish to SUBSCRIBER Agreed Data requested by SUBSCRIBER, subject to any limitations to access to the DPS database imposed by DPS.
2. SUBSCRIBER may request Agreed Data directly for NICUSA via TCP/IP socket call for batch access to a site designated by NICUSA and/or may request a separate TCP/IP via socket call for interactive ("point-to-point").
3. SUBSCRIBER shall pay to NICUSA a fee per Agreed Data request which shall be established by NICUSA and DPS from time to time, and which is presently \$7.00. Payment shall be remitted to NICUSA within twenty (20) days from the date of the invoice.
4. SUBSCRIBER’S address is:

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 access terminated with reasonable notice.

5. The SUBSCRIBER agrees that Agreed Data provided by NICUSA will be used by SUBSCRIBER, and SUBSCRIBER will take all reasonable steps to restrict use of same by its customers, in accordance with the restrictions imposed by DPS. SUBSCRIBER agrees that such restrictions may be modified prospectively by DPS upon written notice by NICUSA to SUBSCRIBER at any time. At the time of signing of this agreement, SUBSCRIBER is aware of, and will comply with, all applicable federal, state, or other laws with regard to access to, or use of, all data provided through NICUSA.
6. The SUBSCRIBER agrees to promptly and adequately destroy the Agreed Data in its possession when it is no longer needed for the purposes for which it was provided, and to take all reasonable measures to require its customers to do the same. Subscriber accepts full responsibility for the resale or other dissemination of the Agreed Data issued to it.
7. SUBSCRIBER agrees that it is not a representative of DPS and therefore is not authorized by DPS to interpret Agreed Data on behalf of the state of Alabama.
8. The SUBSCRIBER agrees to implement all reasonable procedures to protect Agreed Data from unauthorized access.
9. The SUBSCRIBER agrees that it is the policy of DPS that a requestor of a Driver Record from DPS or its authorized designees shall only use that record once, for one purpose, and shall thereafter not supply such record to more than one customer of the requestor, nor supply such record more than once to any customer of a requestor.

Thereafter, such record shall be destroyed except as required for archival or defense purposes only.

The Personal Information contained in any such archived historical (DLR) record shall be encrypted or truncated to protect unauthorized disclosure of the archived record.

10. The SUBSCRIBER agrees to allow NICUSA and/or DPS staff access, with reasonable notice, to any of its records relating to this Agreement, for auditing, compliance and monitoring purposes.
11. 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 Alabama Service Level Agreement with DPS.
 - c. Any notice of termination shall be deposited with a reputable national courier with in-transit tracking and delivery confirmation service. SUBSCRIBER's

address for notice shall be the address in paragraph 3 above. NICUSA's address for notice is:

Alabama Interactive
Attn: Barrett Gilbreath
104 North Jackson Street
Montgomery, AL 36104

- 12. The SUBSCRIBER agrees to indemnify, hold harmless, and release NICUSA and the State of Alabama 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.
- 13. 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

NICUSA

Authorized agent

Date

Barrett Gilbreath
General Manager
NIC- Alabama

Date

(Typed Name)

(Typed Title)

ALABAMA DEPARTMENT OF PUBLIC SAFETY

By: _____

ITS: _____

Date: _____