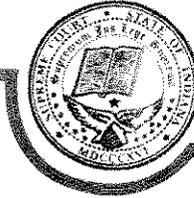


SUPREME COURT



OF INDIANA

DIVISION OF
STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

August 9, 2013

Katie M. James
Government Relations Coordinator
Insurance Information Exchange (iiX)
1716 Briarcrest Drive, Suite 200
Bryan, Texas 77802

Re: Bulk Data Request

Dear Ms. James:

I write in response to your request for bulk and/or compiled data from Indiana courts. Specifically you have requested all publicly available records from all circuit, superior, city and town courts in all Indiana counties.

As you are aware, Administrative Rule 9(F) provides as a condition precedent to seeking bulk distribution or compiled information from any Indiana court, you must submit the request for such data to the Executive Director of the Indiana Supreme Court Division of State Court Administration (the "Division"). This rule and the comments that follow provide that a request for bulk distribution or compiled information may be granted upon determination that the information sought is consistent with the purposes of this rule, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources. The grant of such request may be made contingent upon the requester paying an amount, which the court determines is the fair market value of the information.

The Executive Director, Lilia Judson, has approved your request and seeks your signature on the attached User Agreements. These agreements incorporate the Indiana Supreme Court's general policies regarding the use and resale of bulk and/or compiled court data. Ms. Judson has already signed the agreements in anticipation of your signature. Please sign and return the agreements to us. We do need your original signature. We also need a list of all business entity names related to Insurance Information Exchange and all company policies provided to its subscribers/customers/clients. These will be attached and incorporated into the User Agreements.

You have requested data from all Indiana Counties. Our office only has access to court records from counties using the statewide case management system (the "Odyssey" system). Since we do not have access to those counties using other case management systems, Administrative Rule 9(F)(2) provides that the Executive Director may forward the request to courts exercising jurisdictions over the records. We will be forwarding a copy of your request to the presiding

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. Identity of Requestor: Insurance Information Exchange (iiX), a unit of ISO Claims Svcs Inc.
Address: 1716 Briarcrest Drive, Suite 200
Bryan, TX 77802
Telephone: 800-299-7099
E-Mail: Kjames@iiX.com

II. Identification of Bulk Data/Compiled Information sought:
(specify and describe the records sought and the compiler or location)

iiX seeks access to all publicly available records from Indiana's Superior, Circuit, City, and Town courts.

III. Identification of Court(s) Exercising Jurisdiction Over the Records:
(List the Court(s))

Indiana's Superior, Circuit, City and Town courts.

IV. Purpose for Request: What is the purpose of the request and how is release consistent with the purposes of Administrative Rule 9?

(Set forth reason)

iiX uses court information only for the Permissible Uses provided by Section 2721 (b) of the Federal Driver Privacy Protection Act (DPPA) and more specifically for the following two uses:
1) use by insurance support organizations for claims investigations, anti-fraud activities, rating or underwriting; 2) for use by employers to monitor driving violation activity where driving is a condition of employment.

V. Attach a copy of each permission from a Court to obtain bulk distribution of Data or Compiled Information that has already been issued.

VI. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to Requestor by each Court listed in Section III.

Monthly.

VIII. Describe the resources available to prepare the information.

iiX employs a staff of highly qualified technology professionals capable of working with data in virtually any format.

IX. Describe how fulfilling the request is an appropriate use of public resources.

iiX solutions serve the public good by helping improve public safety, promoting fairness and reducing insurance fraud.

X. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

iiX is willing to pay an amount determined to be the fair market value of the information.

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

No.

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

- A. the name of the third party or parties;**
 - B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;**
 - C. the frequency with which charges will be incurred; and,**
 - D. the frequency of the transfer of data and information to the third party.**
 - E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.**
-

By signing this request, I represent that I am authorized to do so on behalf of Requestor.



Signature

Sean Quillivan

Printed Name

General Manager

Title

05/30/13

Date

EXHIBIT D

The approval letter provided to the Requesting Party from the Division.

Request for Bulk Data/Compiled Information

REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION (NOT EXCLUDED FROM PUBLIC ACCESS)

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(3) for release of bulk data/compiled information not excluded from public access by Administrative Rule 9(G) or (H):

I. Identity of Requestor: Insurance Information Exchange (iiX), a unit of ISO Claims Svcs Inc.
Address: 1716 Briarcrest Drive, Suite 200
Bryan, TX 77802
Telephone: 800-299-7099
E-Mail: Kjames@iiX.com

II. Identification of Bulk Data/Compiled Information sought:

(specify and describe the records sought and the compiler or location)

iiX seeks access to all publicly available records from Indiana's Superior, Circuit, City, and Town courts.

III. Identification of Court(s) Exercising Jurisdiction Over the Records:

(List the Court(s))

Indiana's Superior, Circuit, City and Town courts.

IV. Purpose for Request: What is the purpose of the request and how is release consistent with the purposes of Administrative Rule 9?

(Set forth reason)

iiX uses court information only for the Permissible Uses provided by Section 2721 (b) of the Federal Driver Privacy Protection Act (DPPA) and more specifically for the following two uses:
1) use by insurance support organizations for claims investigations, anti-fraud activities, rating or underwriting; 2) for use by employers to monitor driving violation activity where driving is a condition of employment.

V. Attach a copy of each permission from a Court to obtain bulk distribution of Data or Compiled Information that has already been issued.

VI. Attach a copy of each Agreement Requestor has entered into with each County or Court listed in Section III to provide public access services or to obtain bulk distribution of Data or Compiled Information.

VII. Identify the frequency with which bulk Data and Compiled Information is being requested to be transferred to Requestor by each Court listed in Section III.

Monthly.

VIII. Describe the resources available to prepare the information.

iix employs a staff of highly qualified technology professionals capable of working with data in virtually any format.

IX. Describe how fulfilling the request is an appropriate use of public resources.

iix solutions serve the public good by helping improve public safety, promoting fairness and reducing insurance fraud.

X. Requestor is (is not) willing to pay an amount determined to be the fair market value of the information. If not, why?

iix is willing to pay an amount determined to be the fair market value of the information.

XI. Does this Request include a request for permission to transfer the bulk Data and Compiled Information to a third party?

No.

XII. If the answer to the question in Section XI is no, there is no need to provide the following information but if the answer is yes, please provide the following:

- A. the name of the third party or parties;
 - B. the amount that will be charged to the third party, based solely upon time and materials required to deliver the bulk data;
 - C. the frequency with which charges will be incurred; and,
 - D. the frequency of the transfer of data and information to the third party.
 - E. Attach a copy of the Agreement entered into or intended to be entered into with each third party.
-

By signing this request, I represent that I am authorized to do so on behalf of Requestor.



Signature

Sean Quillivan

Printed Name

General Manager

Title

053013

Date



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The Indiana Supreme Court through its Division of State Court Administration (“Division”) and **INSURANCE INFORMATION EXCHANGE (iix)** (“Requesting Party”) a Unit of ISO Claims Svcs, Inc. hereby enter into this User Agreement for Bulk Distribution of Data or Compiled Information (“Agreement”) for the purpose of establishing roles and responsibilities associated with the dissemination and use of Indiana court information pursuant to the provisions of Administrative Rule 9 of the Indiana Rules of Court (“Rule 9”).

Recitals

- A. Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for bulk distribution of Data or Compiled Information by Indiana Courts.
- B. The Division reviews each request for bulk distribution to insure that the request is consistent with the purposes of Rule 9 and that each request is an appropriate use of public resources.
- C. The Requesting Party seeks bulk distribution of Data or Compiled Information for its own use and understands that it must comply with the provisions of this Agreement.
- D. The Division requires that the Requesting Party understand and agree to comply with certain restrictions on usage of the Data and Compiled Information.
- E. The Requesting Party is not automatically entitled to the distribution of Data or Compiled Information of a court simply by the approval of this user agreement by the Division.
- F. The Requesting Party may be required to pay an amount which the Court determines is the fair market value of the information requested.
- G. The bulk distribution is limited to court records, even if the Requesting Party is seeking other information that is governed by other agencies’ policies.

Agreement

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:
 - A. “Administrative Record” means any document, information, data, or other item created, collected, received, or maintained by a Court, Court agency, or Clerk of Court pertaining to the administration of the judicial branch of government and not associated with any particular case or other agency.

- B. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.
- C. "Bulk Distribution" means the distribution of all, or a significant subset of Court Records not excluded from public access, in electronic form, as is, and without modification or compilation.
- D. "Case Record" means any document, information, data, or other item created, collected, received, or maintained by a Court, Court Agency or Clerk of Court in connection with a particular case, not otherwise governed by Rule 9(G) or (H).
- E. "Clerk of Court" means the Clerk of the Indiana Supreme Court, Court of Appeals and Tax Court, the Clerk of a Circuit, Superior, Probate or County Court, the Clerk of a City or Town Court, and the Clerk of a Marion County Small Claims Court, including staff.
- F. "Compiled Information" means information that is derived from the selection, aggregation or reformulation of all or a subset of all of the information from more than one individual Court Record in electronic form in response to the approved request for bulk distribution.
- G. "Court" means the Indiana Supreme Court, Court of Appeals, Tax Court, and all Circuit, Superior, Probate, County, City, Town, or Small Claims Courts as well as any division, section, office, unit, or other entity of the Court, as well as any of the officers, officials, employees, volunteers, contractors, or others acting as representatives lawfully representing the Court.
- H. "Court Records" means both Case Records and Administrative Records.
- I. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.
- J. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.
- K. "Public Access" means the process whereby a person may inspect and copy the information in a Court Record, not excluded by Rule 9(G) or (H).
- L. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Grant.

A. Court Records Not Maintained in the Odyssey data repository. Subject to specific permission from the Courts identified below, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified below for the Requesting Party's own use in accordance with the

terms and conditions contained herein. Execution of this Agreement and approval of the Requesting Party's request by the Division do not create any mandatory obligation on the part of any clerk or Court to provide Court Records to the requesting Party. Under Administrative Rule 9(F), the Courts identified below must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources. Courts must determine on an individual basis whether to assess a charge for providing the Court Records, and Courts may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

(1) Court Records sought:

All publicly available records from circuit, superior, city and town courts

(2) Requested Courts:

All Counties, all courts

B. Court Records Maintained in the Odyssey data repository. The Division grants the Requesting Party authorization to receive bulk distribution of Odyssey records upon execution of a separate User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, Form TCM-AR9(F)-7, and payment for such records in accordance with Administrative Rule 9 and the Supreme Court Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

3. Rights and Interests. It is the parties' intent that all rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not gain any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Those rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind. The Requesting Party shall provide the Division with the names of all entities related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this Section 3.

4. Ongoing Data Scrubbing and Update Requirements. The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance With Authorities. The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Resale of Data. The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided pursuant to this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make bulk distribution of the Court Records or reconfigure the Court Records for subsequent bulk distributions.

C. Policies for dissemination of Data. The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

6. Bulk Transfer to Third Parties. The Requesting Party is prohibited from making a bulk distribution of the data or the compiled information obtained through this agreement to another party.

7. Reporting Requirement. With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

8. Disclosure Requirements. The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

The data or information provided is based on information obtained from Indiana Courts on _____ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete;

2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.

9. **Audits.** The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

10. **Disclaimer of Warranties.** The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records. **Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

11. **Limitation of Liability.** The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

12. **Indemnification.** The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

13. **Assignment.** The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

14. **Termination and Renewal.**

A. **General.** Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. **Renewal.** This agreement expires on **January 31, 2014**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2014**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. **Termination for Cause.** The Requesting Party shall be responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party and any such violation shall result in immediate termination of this agreement by the Division, at which time all Court Records and Data supplied to Requesting Party or any officer, employee or agent of the Requesting Party in any form will immediately be returned to the Division. In such event, the Requesting Party shall be liable for damages as authorized by law.

D. **Termination for Nonpayment.** The Division may immediately, without notice, terminate this Agreement for failure of Requesting Party to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

E. **Termination in Event of Assignment.** The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

F. **Termination in Event of Failure to Update.** The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

15. **Attachments.** This Agreement incorporates by way of attachment the following:

A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as Exhibit A;

B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as Exhibit B;

C. The original Request provided to the Division from the Requesting Party as Exhibit C; and

D. The approval letter provided to the Requesting Party from the Division as Exhibit D.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties and execute this Agreement to be effective this _____ day of _____, _____.

Requesting Party

By: 

Printed: Sean Quillivan

Title: General Manager, Insurance Information Exchange (iix), a unit of ISO Claims Svcs, Inc.

Date: 082613

Division

By: 

Lilia Judson

Executive Director, Indiana Supreme Court
Division of State Court Administration

Date: 8/8/13

EXHIBIT A

A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data

Exhibit A:

Insurance Information Exchange (iiX), a unit of ISO Claims Services Inc.

EXHIBIT B

The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties.

Employment Subscription Agreement – Terms and Conditions

This subscription agreement ("the Agreement") is entered into as of the date of execution below (the "Effective Date"), by and between ISO Claims Services, Inc., a Delaware corporation, through its Insurance Information Exchange unit ("iiX"), with offices at 1716 Briarcrest, Suite 200 Bryan, TX 77802, and _____ (Customer Name), a _____ (State) corporation/other entity with offices at _____ (City, State).

1. SERVICES AND RATES. iiX agrees to provide certain reports, records, products and/or services, including Motor Vehicle Reports ("MVRs") and other employment screening reports, driver monitoring and analytic services (collectively, "Information Services"), for Customer under the terms and rates specified in this Agreement. The applicable Service Fee Schedules shall be attached to and made a part of this Agreement as Exhibit 1. MVR iiX state record fees and processing schedules are set forth in the MVR Turnaround and iiX Service Fee Schedules, attached to and made a part of this Agreement as Exhibit 2. iiX state record fees are subject to change at any time. **ALL iiX service fees are subject to change at any time and become effective during the billing period following notification.** The Information Services and other requests may be initiated and delivered by various client software packages as designated from time to time by iiX and will be billed on an iiX invoice.

2. SOLE USE AND OUTSOURCING. Customer warrants and agrees that the Information Services are to be used internally by Customer solely with respect to (i) the continued employment of current employees or (ii) offers of employment to prospective employees, unless further restricted by Specific State Forms (as defined below). Customer may deliver the Information Services to Customer's employees and authorized users solely as needed to perform functions consistent with this Agreement's purpose. All such individuals shall be subject to this Agreement's terms and conditions and all applicable laws and regulations. Except as provided in Section 2.1, no one acting by or through Customer may sell, transfer, distribute, publish, disclose, display or otherwise make the Information Services available, in whole or in part, or any of the information in them, to any other person or entity, without the express written consent of iiX.

2.1 Use of Outsourcing Customer warrants and agrees that to the extent it has entered into or may enter into an arrangement with a third party to provide services on Customer's behalf ("Outsourcer") to process Information Services, the arrangement shall be consistent with this Agreement and solely for the purpose and benefit of Customer. The information Services may be provided to Outsourcer solely to enable it to assist Customer under this Agreement, provided that Customer, (1) as appropriate, discloses to any affected consumer(s) that his/her information might be subject to outsourcing, including possible offshore access, and obtains the consumer's permission for such access, and (2) requires such Outsourcer, in writing, to confirm that it will (i) use the Information Services solely on behalf of or for the benefit of Customer, (ii) abide by all Agreement terms and conditions regarding nondisclosure and use of the Information Services, and (iii) be subject to any applicable laws and regulations, including but not limited to those governing privacy and the use of Personal Information (defined below). A copy of the agreement between Customer and Outsourcer will be supplied to iiX upon iiX's request.

2.2 Prohibitions Customer acknowledges that certain state and/or iiX data providers may prohibit access to their information by offshore users. Customer agrees not to permit offshore access by any of its employees, authorized users, or Outsourcer in violation of any prohibition against offshore access to records, and agrees to be responsible for the use of the Information Services by its employees, authorized users, or Outsourcer in violation of this section.

Failure of Customer to comply in all respects with the requirements of this Section is a material breach of this Agreement. In such event, iiX may immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

3. RESTRICTIONS.

3.1 Confidentiality Customer acknowledges that in connection with this Agreement, it may receive Personal Information (defined below) and nonpublic Personal Information from state agencies, service bureaus, and/or other data providers. Personal Information is information that identifies an individual and includes, but is not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; or (i) any other information from or about an individual consumer that is combined with (a) through (h) above. Consistent with Section 2 of this Agreement, Customer agrees to treat as confidential all Personal Information received from or through iiX and to disclose such information only to those authorized who have a need to know such information to accomplish their duties. Customer and its authorized users shall not use Personal Information for any purpose except the purpose permitted by this Agreement.

3.2 Compliance with Laws Customer certifies that it shall order, receive, disseminate and otherwise use the Information Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), the Gramm-Leach-Bliley Act ("GLB") and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "The Laws"). Customer further certifies that before ordering Information Services, it will comply with any applicable consumer disclosure-authorization and adverse action requirements under the FCRA and will not use any information contained in the Information Services in violation of any applicable federal or state equal opportunity law or regulation. Customer understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. Customer shall be responsible for understanding and for staying current with all of The Laws. Customer further represents

and warrants that it shall ensure the security and confidentiality of Personal Information in compliance with The Laws. iiX acknowledges that it has appropriate administrative, technical and physical safeguards, including data security safeguards, in place to protect Personal Information consistent with federal and state requirements applicable to it.

3.2.1 Notification in Event of Breach or Misuse of Information Customer will immediately notify iiX of any inadvertent or unauthorized release of any Information Service obtained under this Agreement or other security breach of Personal Information contained in any Information Service when Customer knows of such unauthorized or inadvertent release. Customer agrees to notify all affected consumers in writing that their Personal Information has been potentially compromised in the event of the Customer's or its authorized users', including any Outsourcer's, inadvertent or unauthorized release, misuse, or other security breach of Personal Information contained in the Information Services supplied to Customer. Customer shall retain documentation of such notification and provide it to iiX and governmental representatives immediately upon request.

3.2.2 Monitoring Services To the extent that Customer monitors driver activity by access to services offered by iiX, Customer agrees to comply with all applicable state and federal requirements and restrictions. These may include possible required confidentiality agreements from and background screening of employees and/or Outsourcers accessing the monitoring services and system and data security procedures to protect against misuse and unauthorized disclosure. Customer acknowledges that iiX relies on various data sources (i.e., state licensing agencies, courts, municipalities, etc) to provide monitoring services and the quality, timeliness, and population coverage of these services may vary. iiX solely supplies a delivery platform for such monitoring services and has no control over the information provided by the data source. Customer agrees that iiX shall have no liability of any kind in connection with the information returned by data sources, including but not limited to any false positives or improperly updated, incomplete, or erroneous information regarding driver activity.

3.3. Customer Account Number and Passwords iiX shall provide Customer with an account number and a password. Customer (a) acknowledges that it bears sole responsibility for protecting the account number and account password granted in connection with this Agreement; (b) shall not provide any such information to any third party, subject to Section 2 above, and (c) shall remain fully responsible and liable for any unauthorized use of any password or account number provided to Customer.

3.3.1 ExpressNet Customer Requirements iiX shall provide Customer with an account number and a password that Customer must use when registering the account for internet access to order Information Services. The iiX Password Policy requires that each individual who will be requesting services through ExpressNet be issued a unique user sign-on/password. One individual will function as the Administrator of the account. This person will be charged with creating, deleting, and maintaining user sign-on information in compliance with this Agreement's terms. The Administrator must provide iiX with a valid e-mail address and administrative password during registration of the account for ExpressNet. Specific details and requirements should be accessed on the iiX.com website.

3.3.2 Information Updates It is the Administrator's responsibility to keep all account information current and to promptly notify iiX of any changes.

3.4 Specific State Forms Customer shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements, including any changes, supplements or amendments to them imposed by the states (collectively, "Specific State Forms") from which the Customer will order Information Services. Customer certifies that it has filed or will file all applicable Specific State Forms required by individual states. If Customer receives information Services from a state requiring a state form, Customer agrees that it shall sign a copy of the appropriate state form and return it to iiX.

3.5 Publications Customer agrees that all solicitations, advertising copy and other communications used in connection with Information Services shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address. Customer further warrants that telephone numbers submitted to iiX for reverse telephone append matching services will not be randomly generated or obtained by an automatic number identification system, except where a prior business relationship exists between Customer and the owner of such telephone number.

3.6 Archiving Customer and any of its authorized user(s), including any Outsourcer, shall not use Information Services supplied by or through iiX, or data derived from them, including any MVR data, to directly or indirectly compile, store, or maintain the Information Services or derivative data (independent of or commingled with other databases) to develop its own source or database of such services or data.

3.7 Other Restrictions iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Services that it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the Information Services.

3.8 Interpretation In the event that Customer and iiX disagree about the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, Customer shall conform to iiX's interpretation.

3.9 Use of the Internet Customer and any of its authorized user(s), including any Outsourcer, will not disseminate any unsecured or unencrypted Information Services over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other

mechanisms where data is transmitted across the Internet. This shall not prohibit Customer from transmitting such information over a secure network to Customer's authorized users with a legitimate need to receive the information, provided that such actions comply with The Laws as well as any other state and federal statutes and regulations governing the confidentiality, security and transmission of the Information Services.

Failure of Customer to fully comply with the requirements of all of Section 3 shall be a material breach of this Agreement and shall permit iiX to immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

4. WARRANTY AND INDEMNIFICATION. Customer represents and warrants that any data, content or other materials provided by Customer to iiX are in compliance with all applicable laws and will not, when used by iiX, defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Customer agrees to indemnify and hold harmless iiX, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorney's fees) as well as any and all fines, interest, penalties or any other liabilities: (i) incurred by iiX, (ii) imposed by local, state or federal authorities, or (iii) claimed by any third party, that result from or arise out of Customer's failure to fully comply with the provisions of Sections 2, 3 and 4 or the use by Customer or its authorized users, including any Outsourcer, of the Information Services provided under this Agreement.

5. PAYMENT. Customer agrees to pay for all Information Services ordered and processed by or through iiX under the Customer's account number, except products billed to a sponsoring company under the direct bill option and paid by that company. iiX will invoice Customer monthly. Terms are DUE ON RECEIPT. **Payment must be RECEIVED by the 15th of the month following date of invoice.** Access privileges to the system will be suspended (including direct bill companies) if invoices are not paid when due. Past Due accounts will incur a finance charge of 1.5% monthly until paid. In addition to all other charges specified in this Agreement, Customer will assume responsibility for and pay all applicable state, local, federal or other taxes (exclusive of taxes based on iiX's net income) that result from this Agreement or the Information Services provided under it.

6. DIRECT BILL. iiX reserves the right to bill back to Customer and Customer agrees to pay any invoice not paid for by a sponsoring company for any reason. Rebilling will be at the volume rate for all products ordered in the month in which the Information Services were originally requested. iiX agrees to use reasonable efforts to collect past due amounts from the sponsoring company before billing back to Customer. Customer understands that direct bill authorization may be revoked at any time. Customer is responsible for entering the correct billing code before transmitting orders. iiX cannot change the billing code after the request has been received.

7. TERMINATION. Customer may terminate this Agreement at any time with thirty (30) days prior written notice to iiX. Customer agrees, however, to pay for all requests received by iiX prior to termination. Except as provided in Sections 2 and 3, iiX may terminate this Agreement or amend services provided under it by providing ten (10) days prior notice to Customer. iiX may amend this Agreement or terminate it without notice if the availability of an Information Service to iiX changes for any reason during the term of this Agreement.

8. DISCLAIMERS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING LIMITATIONS ARE AN ESSENTIAL PART OF THE CONSIDERATION TO iiX FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS ARE SPECIFICALLY DESIGNED AND AGREED TO BY THE PARTIES TO ALLOCATE AND LIMIT RISKS BETWEEN THE PARTIES IN LIGHT OF THE PRICES CHARGED AND THE OTHER BUSINESS TERMS OF THIS AGREEMENT.

CERTAIN OF THE INFORMATION SERVICES PROVIDED UNDER THIS AGREEMENT ARE FROM INFORMATION SUPPLIED BY VARIOUS STATE AGENCIES, SERVICE PROVIDERS, AND OTHER SERVICE BUREAUS (COLLECTIVELY, "DATA PROVIDERS"). THE INFORMATION SERVICES ARE PROVIDED "AS IS" AND NEITHER iiX NOR ITS DATA PROVIDERS IN ANY WAY WARRANTS OR ASSUMES ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION SERVICE PROVIDED UNDER THIS AGREEMENT.

AT THE DIRECTION OF THE CUSTOMER, WHERE PERMITTED, MOTOR VEHICLE REPORTS MAY BE SUPPLIED FROM DATABASE OR HISTORY FILES. THESE DATABASE REPORTS MAY NOT CONTAIN THE SAME DATA AS A CURRENT STATE REPORT. THE REPORT WILL BE NOTED AS A DATABASE REPORT AND WILL SHOW THE ORIGINAL REPORT DATE.

NEITHER iiX NOR ITS DATA PROVIDERS ASSUMES RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ERRORS IN CUSTOMER INPUT, DUPLICATE REQUESTS, ERRORS IN TRANSMISSION, PROGRAM OR EQUIPMENT FAILURES, COMMUNICATION PROBLEMS, PROCESS DELAYS, OR SCHEDULE CHANGES. IN NO EVENT SHALL iiX'S OR THE APPLICABLE DATA PROVIDER'S LIABILITY EXCEED THE CHARGES ACTUALLY PAID TO iiX BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

9. CREDENTIALING. Credentialing is the process for verifying that entities are legitimate and their purpose for the use of the Personal Information is authorized

9.1 Pre-Service Review iiX will verify Customer's identity and permissible purpose to request information Services through a certification or pre-service review. This review may include but not be limited to a verification of the type of business, confirmation that the stated

permissible purpose for obtaining the product or service is compatible with the type of business conducted, conducting a physical inspection of the premises to assure that it is a legitimate business facility, verification of specified credentials, and verification of business phone and address records and web pages through the use of recognized third parties. Customer agrees to cooperate fully with any certification process or pre-service review prior to iiX permitting access to Information Services.

9.2 Credential Monitoring Customer further agrees to cooperate fully with continued monitoring of Customer credentials. Monitoring includes the recertification of credentials and update of this Agreement. iiX reserves the right to make such requests as it deems necessary. Failure to comply could result in restriction or termination of access to Information Services.

10. AUDIT. Upon receipt of iiX audit requests, Customer agrees to respond within the time period specified in the audit notice or request for information. Customer shall provide all documentation as requested. This information shall be made available to iiX for review and copying upon iiX's request or to any governmental authority upon request. Access privileges to the Information Services will be suspended upon failure to comply with such requests. Customer agrees that it will not obstruct a governmental authority's audit at the Customer's site in connection with the ordering or use of Information Services.

11. RETENTION OF INFORMATION.

11.1. Retention of Information Services Customer and its authorized users, including any Outsourcer, shall promptly and adequately destroy the Information Services (including MVRs) in its/their possession when they are no longer required for the purpose as stated in this Agreement.

11.2. Retention of Requestor Information Customer must maintain records identifying each person or entity that receives the Personal Information and the permitted purpose for which the Personal Information will be used. These records must be retained for a period of (5) five years and shall include, but not be limited to, the: request date, requested individual, requestor, permissible purpose for each Information Service, and, as appropriate, signed disclosure/authorization forms from affected consumer(s)..

11.3 Destruction of Information All documents containing Personal Information that have been obtained from or through iiX must be properly disposed of by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This would include, but not be limited to, implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, erasing, or shredding of papers or records containing such information so that the information cannot practicably be read or reconstructed. Electronic files or media containing Personal Information must be destroyed or erased so that the information cannot be read or reconstructed.

12. INDEPENDENT CONTRACTORS. The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

13. NOTICES. Notices sent to either party shall be effective when delivered in person, one day after being sent by overnight courier, or five (5) days after being sent by certified mail postage prepaid to the address set forth above for such party, or to such other address as the party, to which such notice is being sent, may from time to time have specified in an earlier notice to the party sending such notice. In addition, notices to Customer sent by email to Customer's email address identified in this Agreement shall be effective when sent. Customer shall notify iiX of any changes in Customer's email address.

14. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of New York. The state or federal courts of the State of New York shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

15. FORCE MAJEURE. Except for payment obligation, neither party shall be liable for any failure or delay in performance directly or indirectly caused by acts or omissions beyond the reasonable control of the party required to perform. In the event that a party is asserting force majeure as its reason for failing to timely perform, such party shall immediately notify the other party of the situation and shall use every reasonable effort to remove the condition of force majeure and begin performance.

16. MISCELLANEOUS. This document and any amendments as well as the Exhibits referenced in this Agreement and all documents referred to in its Exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all other communications, whether written or oral. Except as set forth in Section 3.7, this Agreement may be modified or amended only in a writing signed by both parties. Waiver of any provision in this Agreement in one instance shall not preclude its enforcement in the future. Headings are for reference purposes only and have no substantive effect.

17. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such invalid provision had not been contained in the Agreement.

18. SURVIVAL. The provisions of Sections 2, 3, 4, 5, 8, 10, 11, 13, 14, 15, 16, and 17 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

19. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall take effect as an original and all of which together shall evidence one agreement.

20. ASSIGNMENT. Customer shall not assign or subcontract this Agreement without the prior written permission of iiX and any such assignment or delegation, either full or partial, to any third party is void and of no effect. A merger, consolidation, reorganization or other change of control shall be considered an assignment for the purposes of this Agreement. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective permitted transferees, successors and assigns.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, AND ANY APPLICABLE STATE AGREEMENTS. THE UNDERSIGNED FURTHER AFFIRMS THAT THE STATEMENTS MADE IN THIS AGREEMENT ARE TRUE AND CORRECT, THAT HE/SHE HAS DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT, AND THAT HE/SHE HAS AUTHORITY TO MAKE THE ABOVE REPRESENTATIONS AND TO ENTER INTO THIS AGREEMENT AS A PERSON LEGALLY AUTHORIZED TO BIND THE COMPANY (OWNER, OFFICER, DIRECTOR, PARTNER, PRINCIPAL, OR OTHER REPRESENTATIVE WHO IS LEGALLY AUTHORIZED TO BIND THE BUSINESS).

SIGNATURE: _____ DATE: _____
Owner or Officer or Legally Authorized Representative

NAME (Printed): _____ TITLE: _____

E-MAIL ADDRESS OF SIGNEE: _____



**iiX
Insurance Subscription Agreement**

1. Please provide all requested information below *(PLEASE TYPE OR PRINT)*.
2. The agreement must be signed by an owner, officer, director, partner, principal, or other person legally authorized to bind the company.
3. Make copies for your files, sign, and return a copy to iiX to the address or fax listed at bottom of page.

A COPY OF ONE OF THE FOLLOWING MUST ACCOMPANY THIS AGREEMENT: A CURRENT AND VALID INSURANCE OR BUSINESS LICENSE, OR A COPY OF ONE OF THE FOLLOWING dated within the last 24 months: CURRENT STATE SALES AND USE TAX CERTIFICATE, OFFICIAL FEDERAL TAX DOCUMENTS - 940, 941, OR FEDERAL TAX RETURN (W-9 is not acceptable).

Check one: ExpressNet (service is over Internet) No Computer - Phone, Fax or Mail

A		
COMPANY NAME _____	MAIN PHONE _____	
MAILING ADDRESS _____	MAIN FAX # _____	
MAILING ADDRESS _____	Fed. Tax ID _____	
CITY _____	STATE _____	ZIP _____
PHYSICAL ADDRESS (REQUIRED) _____		
CITY _____	STATE _____	ZIP _____
SEND INVOICE ATTN OF _____	INVOICE EMAIL ADDRESS _____	
PRIMARY CONTACT _____	PRIMARY EMAIL ADDRESS _____	
WEBSITE (URL) ADDRESS _____ BUSINESS LOCATION (circle one) COMMERCIAL or RESIDENTIAL		
Document attached (check one) <input type="checkbox"/> 940 form <input type="checkbox"/> Federal Tax Return <input type="checkbox"/> Business License <input type="checkbox"/> State Sales and Use Tax Certificate <input type="checkbox"/> Other Business Document		
CALIFORNIA REQUESTER ID: _____ include CALIFORNIA COMMERCIAL REQUESTER ACCOUNT APPROVAL from state with agreement (Required for California MVRs)		

B TYPE OF BUSINESS <input type="checkbox"/> Insurance Agency Indicate type(s) <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> Life Insurance <input type="checkbox"/> Insurance Company AM Best # _____ NAIC Code _____ Indicate type(s) <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> Life Insurance <input type="checkbox"/> Other _____	C REASON FOR ORDERING SERVICES (check all that apply) <input type="checkbox"/> My business orders reports for <u>Underwriting</u> purposes for these insurance line(s): <input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> Life Insurance <input type="checkbox"/> My business orders services for <u>Claims Investigation</u> <input type="checkbox"/> My business orders services for another reason (please explain) _____
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Decline Automatic Archive Search Decline Automatic State Database Search - MO only

iiX USE ONLY		
DATE _____	SOURCE _____	SALES PERSON _____
ACCOUNT ID _____	PASSWORD _____	ACCT TYPE _____
DETAIL PG _____	ACCESS FEE _____	RATE CLASS _____
SPONSOR ACCT TO BILL _____ NAME _____		
DIRECT BILL CODES _____ VERIFIED Date: _____ Initials: _____ SET UP FEE _____		
<input type="checkbox"/> On-site visit Initials: _____		

Subscription Agreement – Terms and Conditions

This subscription agreement ("the Agreement") is entered into as of the date of execution below (the "Effective Date"), by and between ISO Claims Services, Inc., a Delaware corporation, through its Insurance Information Exchange unit ("iiX"), with offices at 1716 Briarcrest, Suite 200 Bryan, TX 77802, and _____ (Customer Name), a _____ (State) corporation/other entity with offices at _____ (City, State).

1. SERVICES AND RATES. iiX agrees to provide certain reports, records, products, and/or services (collectively, "Information Services") that may include Motor Vehicle Reports ("MVRs"), driver monitoring and analytical services, Undisclosed Driver Information ("UDI"), Undisclosed Driver and VIN report ("UDV"), A-PLUS (a product of ISO Services, Inc.), and Scored Credit (a product of TransUnion) for Customer, under the terms and rates specified in this Agreement. The applicable Service Fee Schedules are attached to and made part of this Agreement and made a part of it as Exhibit 1. MVR iiX state record fees and processing schedules are set forth in the MVR Turnaround Schedule, attached to and made a part of this Agreement as Exhibit 2. iiX state record and monitoring fees are subject to change at any time. **ALL iiX service fees are subject to change at any time and become effective during the billing period following notification.** The Information Services and other requests may be initiated and delivered by various client software packages as designated from time to time by iiX and will be billed on an iiX invoice.

2. SOLE USE AND OUTSOURCING. Customer warrants and agrees that any requests made for Information Services are for the sole and internal use of Customer and are to be used only as a factor in establishing a consumer's eligibility for new or continued insurance purposes, unless otherwise restricted further by Specific State Forms (as defined below). Customer may deliver the Information Services to Customer's employees and authorized users solely as needed to perform functions consistent with this Agreement's purpose. All such individuals shall be subject to this Agreement's terms and conditions and all applicable laws and regulations. Except as provided in Section 2.1, no one acting by or through Customer may sell, transfer, distribute, publish, disclose, display or otherwise make the Information Services available, in whole or in part, or any of the information in them, to any other person or entity, without the express written consent of iiX.

2.1 Use of Outsourcing Customer warrants and agrees that to the extent it has entered into or may enter into an arrangement with a third party to provide services on Customer's behalf ("Outsourcer") to process Information Services, the arrangement shall be consistent with this Agreement and solely for the purpose and benefit of Customer. The Information Services may be provided to Outsourcer solely to enable it to assist Customer under this Agreement, provided that Customer, (1) if required by applicable federal or state regulatory frameworks, discloses to any affected consumer(s) that his/her information might be subject to outsourcing, including possible offshore access, and obtains the consumer's permission for such access, and (2) requires such Outsourcer, in writing, to confirm that it will (i) use the Information Services solely on behalf of or for the benefit of Customer, (ii) abide by all Agreement terms and conditions regarding nondisclosure and use of the Information Services, and (iii) be subject to any applicable laws and regulations, including but not limited to those governing privacy and the use of Personal Information (defined below). A copy of the agreement between Customer and Outsourcer will be supplied to iiX upon iiX's request.

2.2 Prohibitions Customer acknowledges that certain state and/or iiX data providers may prohibit access to their information by offshore users. Customer agrees not to permit offshore access by any of its employees, authorized users, or Outsourcer in violation of any prohibition against offshore access to records, and agrees to be responsible for the use of the Information Services by its employees, authorized users, or Outsourcer in violation of this section.

Failure of Customer to comply in all respects with the requirements of this Section 2 is a material breach of this Agreement. In such event, iiX may immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

3. RESTRICTIONS.

3.1. Confidentiality Customer acknowledges that in connection with this Agreement, it may receive Personal Information (defined below) and nonpublic Personal Information from state agencies and service bureaus. Personal Information is information that identifies an individual and includes, but is not limited to: (a) first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including credit and/or debit card number with expiration date; (g) date of birth; (h) a driver's license number; or (i) any other information from or about an individual consumer that is combined with (a) through (h) above. Consistent with Section 2 of this Agreement, Customer agrees to treat as confidential all Personal Information received from iiX and to disclose consumer information only to those authorized who have a need to know such information to accomplish their duties. Customer and its authorized users shall not use Personal Information for any purpose except the purpose permitted by this Agreement.

3.2. Compliance with Laws Customer certifies that it shall order, receive, disseminate and otherwise use the Information Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. §2721 et seq., the Gramm-Leach-Bliley Act ("GLB") and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "The Laws"). Customer understands that violators of the FCRA, the DPPA, and other federal and state laws governing protection of Personal Information are potentially subject to civil actions and penalties, including fines. Customer shall be responsible for understanding and for staying current with all of The Laws. Customer further represents and warrants that it shall ensure the security and confidentiality of Personal Information in compliance with The Laws. iiX

acknowledges that it has appropriate administrative, technical and physical safeguards, including data security safeguards, in place to protect Personal Information consistent with federal and state requirements applicable to it.

3.2.1. Notification in Event of Breach or Misuse of Information Customer will immediately notify iiX of any inadvertent or unauthorized release of the Information Services obtained under this Agreement or other security breach of Personal Information contained in Information Services when the Customer knows of such unauthorized or inadvertent release. Customer agrees to notify all affected consumers in writing that their Personal Information has been potentially compromised in the event of the Customer's or its authorized users', including any Outsourcer's, inadvertent or unauthorized release, misuse, or other security breach of Personal Information contained in the Information Services supplied to Customer. Customer shall retain documentation of such notification and provide it to iiX and governmental representatives immediately upon request.

3.2.2. Monitoring Services To the extent that Customer monitors driver activity by access to services offered by iiX, Customer agrees to comply with all applicable state and federal requirements and restrictions. These may include possible required confidentiality agreements from and background screening of employees and/or Outsourcers accessing the monitoring services and system and data security procedures to protect against misuse and unauthorized disclosure. Customer acknowledges that iiX relies on various data sources (i.e., state licensing agencies, courts, municipalities, etc) to provide monitoring services and the quality, timeliness, and population coverage of these services may vary. iiX solely supplies a delivery platform for such monitoring services and has no control over the information provided by the data source. Customer agrees that iiX shall have no liability of any kind in connection with the information returned by data sources, including but not limited to any false positives or improperly updated, incomplete, or erroneous information regarding driver activity.

3.3. Customer Account Number and Passwords iiX shall provide Customer with an account number and a password. Customer (a) acknowledges that it bears sole responsibility for protecting the account number and account password granted in connection with this Agreement; (b) shall not provide any such information to any third party, subject to Section 2 above; and (c) shall remain fully responsible and liable for any unauthorized use of any password or account number provided to Customer.

3.31. ExpressNet Customer Requirements iiX shall provide Customer with an account number and a password which the Customer must use when registering the account for internet access to order Information Services. The iiX Password Policy requires that each individual who will be requesting services through ExpressNet be issued a unique User Sign-on/password. One individual will function as the Administrator of the account in compliance with this Agreement's terms. This person will be charged with creating, deleting, and maintaining user Sign-On information. The Administrator must provide iiX with a valid e-mail address and administrative password during registration of the account for ExpressNet. Specific detail and requirements should be accessed on iiX.com website.

3.32. Information Updates The Administrator is responsible for keeping all account information current and for promptly notifying iiX of any changes.

3.4. Specific State Forms Customer shall be responsible for understanding and for staying current with all specific state forms, certificates of use or other documents or agreements, including any changes, supplements or amendments to them imposed by the states (collectively, "Specific State Forms") from or under which it will order Information Services. Customer certifies that it has filed all applicable Specific State Forms required by individual states. If Customer receives Information Services from a State requiring a state form, Customer agrees that it shall sign a copy of the appropriate state agreements and return them to iiX.

3.5. Publications Customer agrees that all solicitations, advertising copy and other communications used in connection with Information Services shall be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address. Customer further warrants that telephone numbers submitted to iiX for reverse telephone append matching services will not be randomly generated or obtained by an automatic number identification system, except where a prior business relationship exists between Customer and the owner of such telephone number.

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3.7. Other Restrictions iiX may from time to time impose additional restrictions, procedures or processes upon the use and/or delivery of the Information Services that it believes to be prudent to ensure compliance with The Laws, the Specific State Forms and/or the security, privacy or confidentiality of the Information Services.

3.8. Interpretation In the event that Customer and iiX disagree with the intent, effect, necessity to comply with or the interpretation and/or compliance requirement of any of The Laws or Specific State Forms, Customer shall conform to iiX's interpretation.

3.9. Use of the Internet Customer and any of its authorized user(s), including any Outsourcer, will not disseminate any unsecured or unencrypted Information Services over the Internet. Internet dissemination includes e-mail, World Wide Web access, FTP and all other mechanisms where data is transmitted across the Internet. This shall not prohibit Customer from transmitting such information over a secure network to Customer's authorized users with a legitimate need to receive the information, provided that such actions comply with The Laws as well as any other state and federal statutes and regulations governing the confidentiality, security and transmission of the Information Services.

Failure of Customer to fully comply with the requirements of all of Section 3 shall be a material breach of this Agreement and shall permit iiX to immediately terminate this Agreement and the delivery of any Information Services to Customer without notice or delay.

4. WARRANTY AND INDEMNIFICATION. Customer represents and warrants that any data, content or other materials provided by Customer to iiX are in compliance with all applicable laws and will not, when used by iiX, defame any person or infringe the trademarks, service marks, copyrights or other intellectual property rights of any third party. Customer agrees to indemnify and hold harmless iiX, its affiliated companies and their officers, directors, employees and shareholders from any and all damages, costs, judgments and expenses (including reasonable attorney's fees) as well as any and all fines, interest, penalties or any other liabilities: (i) incurred by iiX, (ii) imposed by local, state or federal authorities or (iii) claimed by any third party which result from or arise out of Customer's failure to fully comply with the provisions of Sections 2, 3 and 4 or the use by Customer or its authorized users, including any Outsourcer, of the Information Services provided under this Agreement.

5. PAYMENT. Customer agrees to pay for all Information Services ordered and processed by iiX under Customer's account number, except products billed to a sponsoring company under the direct bill option and paid by that company. iiX will invoice Customer monthly. Terms are DUE ON RECEIPT. **Payment must be RECEIVED by the 15th of the month following date of invoice.** Access privileges to the system will be suspended (including direct bill companies) if invoices are not paid when due. Past Due accounts will incur a finance charge of 1.5% monthly until paid. In addition to all other charges specified in this Agreement, Customer will assume responsibility for and pay all applicable state, local, federal or other taxes (exclusive of taxes based on iiX's net income) that result from this Agreement or the products and services provided under it.

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7. TERMINATION. Customer may terminate this Agreement at any time with thirty (30) days prior written notice to iiX. Customer agrees, however, to pay for all requests received by iiX prior to termination. Except as provided in Sections 2 and 3, iiX may terminate this Agreement or amend this service by providing ten (10) days prior notice to Customer. iiX may amend this Agreement or terminate without notice if the availability of an Information Service to iiX changes for any reason during the term of this Agreement.

8. DISCLAIMERS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FOLLOWING LIMITATIONS ARE AN ESSENTIAL PART OF THE CONSIDERATION TO iiX FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS ARE SPECIFICALLY DESIGNED AND AGREED TO BY THE PARTIES TO ALLOCATE AND LIMIT RISKS BETWEEN THE PARTIES IN LIGHT OF THE PRICES CHARGED AND THE OTHER BUSINESS TERMS OF THIS AGREEMENT.

CERTAIN OF THE INFORMATION SERVICES PROVIDED UNDER THIS AGREEMENT ARE FROM INFORMATION OR SERVICES SUPPLIED BY VARIOUS STATE AGENCIES, SERVICE PROVIDERS, AND OTHER SERVICE BUREAUS (COLLECTIVELY, "DATA PROVIDERS"). THE INFORMATION SERVICES ARE PROVIDED "AS IS" AND NEITHER iiX NOR ITS DATA PROVIDERS IN ANY WAY WARRANT OR ASSUME ANY LIABILITY FOR THE ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR COMPLETENESS OF ANY INFORMATION SERVICE PROVIDED UNDER THIS AGREEMENT.

AT THE DIRECTION OF THE CUSTOMER, WHERE PERMITTED, MOTOR VEHICLE REPORTS MAY BE SUPPLIED FROM DATABASE OR HISTORY FILES. THESE DATABASE REPORTS MAY NOT CONTAIN THE SAME DATA AS A CURRENT STATE REPORT. THE REPORT WILL BE NOTED AS A DATABASE REPORT AND WILL SHOW THE ORIGINAL REPORT DATE.

NEITHER iiX NOR ITS DATA PROVIDERS ASSUME RESPONSIBILITY FOR CHARGES INCURRED, LOST REVENUE, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ERRORS IN CUSTOMER INPUT, DUPLICATE REQUESTS, ERRORS IN TRANSMISSION, PROGRAM OR EQUIPMENT FAILURES, COMMUNICATION PROBLEMS, PROCESS DELAYS, OR SCHEDULE CHANGES. IN NO EVENT SHALL iiX'S OR THE APPLICABLE DATA PROVIDER'S LIABILITY EXCEED THE CHARGES ACTUALLY PAID TO iiX BY CUSTOMER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM.

9. CREDENTIALING. Credentialing is the process of verifying that entities are legitimate and their purpose for the use of the Personal Information is authorized.

9.1. Pre-Service Review iiX will verify Customer's identity and permissible purpose to request Information Services through a certification or pre-service review. This review may include but not be limited to a verification of the type of business, confirmation that the stated permissible purpose for obtaining the product or service is compatible with the type of business conducted, conducting a physical inspection of the premises to assure that it is a legitimate business facility, verification of specified credentials, and verification of business phone and address records and web pages

through the use of recognized third parties. Customer agrees to cooperate fully with any certification process or pre-service review prior to iiX permitting access to Information Services.

9.2. Credential Monitoring Customer further agrees to cooperate fully with continued monitoring of Customer credentials. Monitoring includes the recertification of credentials and update of agreement. iiX reserves the right to make such requests as it deems necessary. Failure to comply could result in restriction or termination of access to the Information Services.

10. AUDIT. Upon receipt of iiX audit requests, Customer agrees to respond within the time period specified in the audit notice or request for information. Customer shall provide all documentation as requested. This information shall be made available to iiX for review and copying upon iiX's request or to any governmental authority upon request. Access privileges to Information Services will be suspended upon failure to comply with such requests. Customer agrees that it will not obstruct a governmental authority audit at the Customer's site in connection with the ordering or use of Information Services.

11. RETENTION OF INFORMATION.

11.1. Retention of Information Services Materials and Data Customer and its authorized users, including any Outsourcer, shall promptly and adequately destroy data and materials from the Information Services (including MVRs) in its/their possession when they are no longer required for the purpose as stated in this Agreement.

11.2. Retention of Requestor Information Customer must maintain records identifying each person or entity that receives the Personal Information and the permitted purpose for which the Personal Information will be used. These records must be retained for a period of (5) five years and shall include, but not be limited to, the: request date, requested individual, requestor, permissible purpose for each Information Services and, as appropriate, signed disclosure/authorization forms from affected consumer(s).

11.3. Destruction of Information All materials and data containing Personal Information that have been obtained from or through iiX must be properly disposed of by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This would include, but not be limited to, implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, erasing, or shredding of papers or records containing Personal Information so that the information cannot practicably be read or reconstructed. Electronic files or media containing Personal Information must be destroyed or erased so that the information cannot be read or reconstructed.

12. INDEPENDENT CONTRACTORS. The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

13. NOTICES. Notices sent to either party shall be effective when delivered in person, one day after being sent by overnight courier, or five (5) days after being sent by certified mail postage prepaid to the address set forth above for such party, or to such other address as the party, to which such notice is being sent, may from time to time have specified in an earlier notice to the party sending such notice. In addition, notices to Customer sent by e-mail to Customer's e-mail address identified in this Agreement shall be effective when sent. Customer shall notify iiX of any changes in Customer's e-mail address.

14. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York. The state or federal courts of the State of New York shall have exclusive jurisdiction over any claims arising out of or in any way related to this Agreement.

15. FORCE MAJEURE. Except for payment obligation, neither party shall be liable for any failure or delay in performance directly or indirectly caused by acts or omissions beyond the reasonable control of the party required to perform. In the event that a party is asserting force majeure as its reason for failing to timely perform, such party shall immediately notify the other party of the situation and shall use every reasonable effort to remove the condition of force majeure and begin performance.

16. MISCELLANEOUS. This document and any amendments as well as the Exhibits referenced and incorporated in it and all documents referred to in those Exhibits constitute the entire agreement between the parties with respect to its subject matter and supersede all other communications, whether written or oral. Except as set forth in Section 3.7, this Agreement may be modified or amended only in a writing signed by both parties. Waiver of any provision in one instance shall not preclude its enforcement in the future. Headings are for reference purposes only and have no substantive effect.

17. SEVERABILITY. The provisions of this Agreement shall be severable, and if any provision shall be held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such invalid provision had not been contained in it.

18. SURVIVAL. The provisions of Sections 2, 3, 4, 5, 8, 10, 11, 13, 14, 15, 16 and 17 of this Agreement shall survive the expiration, cancellation, termination or non-renewal of this Agreement.

19. COUNTERPARTS. This agreement may be executed in two or more counterparts, each of which shall take effect as an original and all of which together shall evidence one agreement.

20. ASSIGNMENT. Customer shall not assign or subcontract this Agreement without the prior written permission of iIX and any such assignment or delegation, either full or partial, to any third party is void and of no effect. A merger, consolidation, reorganization or other change of control shall be considered an assignment for the purposes of this Agreement. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted transferees, successors and assigns.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS DESCRIBED IN THIS SUBSCRIPTION AGREEMENT, AND ANY APPLICABLE STATE AGREEMENTS. THE UNDERSIGNED FURTHER AFFIRMS THAT THE STATEMENTS MADE IN THIS AGREEMENT ARE TRUE AND CORRECT, THAT HE/SHE HAS DIRECT KNOWLEDGE OF THE FACTS CERTIFIED IN THIS AGREEMENT, AND THAT HE/SHE HAS AUTHORITY TO MAKE THE ABOVE REPRESENTATIONS AND TO ENTER INTO THIS AGREEMENT AS A PERSON LEGALLY AUTHORIZED TO BIND THE COMPANY (OWNER, OFFICER, DIRECTOR, PARTNER, PRINCIPAL, OR OTHER REPRESENTATIVE WHO IS LEGALLY AUTHORIZED TO BIND THE BUSINESS).

SIGNATURE: _____ **DATE:** _____
Owner or Officer or Legally Authorized Representative

NAME (Printed): _____ **TITLE:** _____

E-MAIL ADDRESS OF SIGNEE: _____

EXHIBIT C

The original Request provided to the Division from the Requesting Party.