

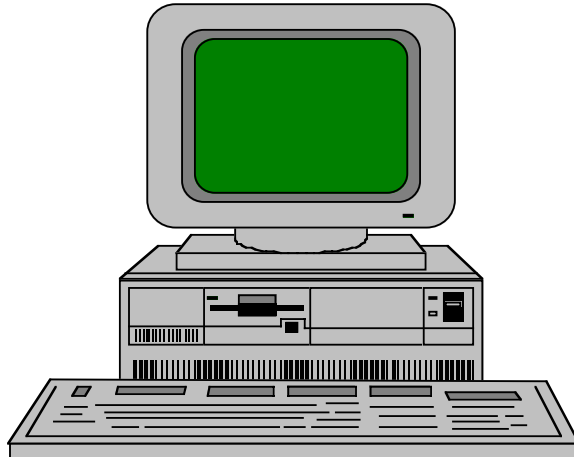


# COMMERCIAL REQUESTER END USER

## SUPPLEMENT APPLICATION FOR ON-LINE INFORMATION SERVICE

### ADDENDUM TO THE INFORMATION SERVICES COMMERCIAL REQUESTER ACCOUNT AGREEMENT

*Thank you for your interest in becoming an On-Line Information Service Requester*



**PLEASE READ THE ENCLOSED INFORMATION CAREFULLY AND FOLLOW THE INSTRUCTIONS  
FOR COMPLETING THE APPLICATION FORM**

OFFICE OF INFORMATION SERVICE  
**COMMERCIAL END USER  
SUPPLEMENT APPLICATION/ADDENDUM  
FOR ON-LINE INFORMATION SERVICE**

**INSTRUCTIONS**

This application should be completed when On Line Information Service will be requested through an approved Commercial Requester Vendor.

The Department of Motor Vehicles (DMV) is authorized by California Vehicle Code Section 1810.7 to allow any person to obtain DMV record information by On-Line Information Services (OLIS) access for commercial use, and requires the Department to establish security systems to ensure the integrity and confidentiality of Department records.

**SECURITY**

To protect the integrity of automated record information, the Department of Motor Vehicles requires certain security precautions from all On-Line Information Service Requesters.

The Requester will take whatever steps are necessary to limit access to the devices that have DMV inquiry capabilities.

One contact person will be designated and responsible for the implementation, maintenance and enforcement of information security at Requester site(s). The person who is responsible for the direction, control, or management of the account and who signed the Commercial Requester Account Application must be identified on the attached.

Upon change of contact person, notify the Account Processing Unit by completing two copies Commercial Requester Account Notice of Change, INF 1213. Please complete, the following forms in duplicate, and return to selected OLIS Vendor or the address identified below.

2 INF 1168 Commercial End User Supplement Application for On-Line Information Service

2 INF 1166 Commercial End User Addendum for On-Line Information Service

The duplicate copy of your OLIS application will be returned by the Accounts Processing Unit and indicate in the upper right hand corner that the application has been approved. (If your application is not complete or approved you will be notified by letter.)

**ACCESS TO DEPARTMENT RECORD INFORMATION**

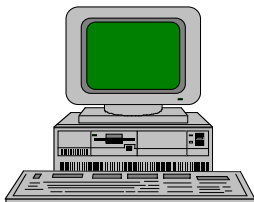
The Department may have maintenance interruptions or delays to On-Line Information Services, when necessary, to avoid degradation or erosion of Department activities or files.

Vehicle and vessel registration records are available when either the license plate, CF vessel number, the vehicle or hull identification number is provided.

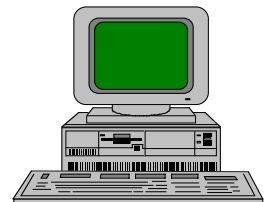
Driver license records are available when either driver license number and first three positions of the last name are input; or driver license number, first three positions of last name and date of birth are input.

Occupational license firm records are available when the occupational license number is input.

Please return your completed application to your OLIS Vendor or to:



Department of Motor Vehicles  
Account Processing Unit - H221  
P.O. Box 944231  
Sacramento, CA 94244-2310  
Telephone (916) 657-5564









INFORMATION SERVICES PROGRAM

COMMERCIAL REQUESTER END USER  
ADDENDUM FOR ON-LINE INFORMATION SERVICE

ADDENDUM TO AGREEMENT NUMBER \_\_\_\_\_

<b>DMV USE ONLY</b>
_____
<i>Addendum No.</i>
_____
<i>Date Approved</i>
_____
<i>Expiration Date</i>

ADDENDUM to be attached to and form a part of the Commercial Requester Account Agreement between the Department of Motor Vehicles, hereinafter referred to as "Department," and \_\_\_\_\_ hereinafter referred to as "End User," bearing Agreement Number referenced above, hereinafter referred to as "Agreement," and specifically detailing requirements concerning On-Line Information Service.

**A. GENERAL PROVISIONS**

1. This Addendum, when signed by Department and End User, authorizes computer to computer communications access of public record information from Department files, through a Department approved On-Line Information Service Vendor, hereinafter referred to as "Vendor".
2. This Addendum is subject to the right of either party to terminate at any time without cause by giving the other party at least thirty (30) days prior written notice of such termination.
3. A violation of any applicable statute or regulation or a failure to adhere to all of the terms and conditions of this addendum or the Commercial Requester Account Agreement will be considered a breach of contract and may result in the immediate cancellation of the Addendum.
4. Department reserves the right to require additional software and/or equipment, and/or reporting criteria be added during the term of this Addendum and Agreement if Department determines such additions are necessary to maintain an adequate level of security.

**B. INFORMATION USE**

1. The Department shall allow access to record information for inquiry purposes only. End User shall utilize the Department assigned on-line information service requester code to access Department records. Record access shall be solely for uses approved by the Department and referenced in the Commercial Requester Account Application.
2. End User agrees to limit access to the Department records to their normal business hours on any day (seven days a week including holidays).
3. On-line information service may be affected by ongoing maintenance requirements that result in unannounced shutdowns of the communication network and data base files. These may be planned or unplanned depending upon the problem and type of maintenance required.
4. On-line information service shall be available to the extent that it does not adversely impact the Department's primary activities. Priority for record information access shall be in the following order:
  - a. Department processing
  - b. Law enforcement inquiries
  - c. Court inquiries and processing
  - d. Other governmental agencies inquiries and processing
  - e. Commercial inquiries

**C. SECURITY REQUIREMENTS**

1. End User's communications network shall be the termination point of any record information received from the Department. No terminal or system shall act as an intermediate communications node for other remote systems outside of the End User's organization. End User may retain record information in their file system as long as it is needed for the purpose for which it was originally requested. **Record information shall be destroyed once legitimate business need has ended.** Data flow between the End User and the Vendor must be direct (dedicated or dial up) through wired/cabled telephone lines unless prior approval is received from the Department. End User shall control access to their system either through dial up or dedicated line, to gain access to Vendor's system for the purpose of DMV on-line information service access.

2. Logon access to Vendor's computer from all End User terminals shall require a unique **user** authentication method controlled by the Vendor. This method shall be no less secure than a manually entered password validated against user's ID for each authorized user (person) at the End User site. Passwords shall be unique to the individual and shall be held in confidence. Passwords shall be a minimum of six (6) characters in length, shall be made up of a combination of alphabetic and numeric characters, but cannot be all alphabetic or all numeric, and shall be chosen so that they cannot be readily identified with the person using them (i.e., their name/initials, family members, etc.).
3. Passwords shall be changed at least every 60 days. Passwords shall be changed immediately if it is suspected another individual has knowledge of an individual's password. A password, or a form thereof, shall not be used more than once, by the same person, within a twelve iteration period. Passwords shall not be written down or otherwise kept in a location where they can be seen or easily obtained by anyone other than the person to whom they belong.
4. End User shall manually key the unique assigned individual user ID and the unique individual password to initiate each access session. Each user ID shall only be assigned to one person for their exclusive use, they may not be shared.
5. End User shall notify the Vendor immediately upon terminating authorization for an individual's access to Department records. End User shall maintain a list of individuals whose authorization has been terminated, containing the reason for and the date of access termination. Names contained in the list shall not be purged for at least two years from the date the individual's status becomes inactive.

**D. AUDITS**

1. End User is subject to electronic data processing audit, including hardware and software, of general and application controls to ensure End User's compliance with the information security and data processing requirements in their Agreement with Department. End User agrees to accommodate site inspections, reviews, and audits by Department or its representative during regular business hours and on one (1) business day's notice.
2. End User agrees to accommodate access to the entire contents of any multi-tasking environment that includes Department's application, by Department or its representative, to confirm, for the purpose of auditing, that unauthorized use is not being made of the Department's data base information.
3. End User shall make relevant audit files available on-line to Department or its representatives.

**E. CERTIFICATION**

The individual signing this Addendum on behalf of End User shall be responsible for administering the provisions within the Agreement/Addendum and Department regulations, and shall be responsible for the orientation and training of persons authorized on-line information service to approved Department record information.

I certify under penalty of perjury, under the laws of the State of California, that I have read and understand the aforementioned statements and agree to comply with the requirements contained therein, and if approved to receive residence address information, that measures have been instituted to ensure that each request for residence address from the files of the Department of Motor Vehicles is used pursuant to the identified federal or state statute, regulation, or rule of the court.

Executed at \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .  
CITY COUNTY STATE

By **X** \_\_\_\_\_ Date \_\_\_\_\_  
(SAME SIGNATURE AS COMMERCIAL REQUESTER ACCOUNT)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**F. APPROVAL**

STATE OF CALIFORNIA  
Department of Motor Vehicles

By \_\_\_\_\_ Date \_\_\_\_\_  
(DMV REPRESENTATIVE)



INFORMATION SERVICES PROGRAM

COMMERCIAL REQUESTER END USER  
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Executed at \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_  
CITY COUNTY STATE

By **X** \_\_\_\_\_ Date \_\_\_\_\_  
(SAME SIGNATURE AS COMMERCIAL REQUESTER ACCOUNT)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**F. APPROVAL**

STATE OF CALIFORNIA  
Department of Motor Vehicles

By \_\_\_\_\_ Date \_\_\_\_\_  
(DMV REPRESENTATIVE)