



October 2, 2009

To: Insurance Information Exchange (iiX) Customer

Re: INDIANA MOTOR VEHICLE REPORTS (MVRs)

The State of Indiana has implemented changes that will require the use of a state form for motor vehicle report (MVR) access. Our records indicate your iiX account has ordered an Indiana MVR within the last eighteen months. In order to continue receiving MVRs from Indiana, you will need to complete the following Indiana **Agreement Addendum**.

Please complete and return the Agreement Addendum by **October 31, 2009** to continue your access to Indiana MVRs. After November 02, 2009, your access to Indiana MVRs may be denied until we receive the completed document.

The following information will assist you in completing the form to access MVRs in this state.

- Be sure to include your *Insurance Information Exchange (iiX)* Account Number.
 - Fill in your company's name on the first blank line provided.
 - Sign and date the form in the fields provided.
 - Only a person who is authorized to execute contracts for your company should complete and sign this form.
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- Mail or fax signed form to:

Insurance Information Exchange
Attn: Compliance Department
3011 Earl Rudder Freeway S.
College Station, TX 77845

Fax No. (201) 748-1449 or (979) 693-2907

If you have questions, please call iiX Support at 800-683-8553, option 7, chat online with Support at www.iiX.com, or email support@iiX.com. We look forward to hearing from you.

1. COMPLETE & SIGN TO RECEIVE INDIANA DRIVER RECORD INFORMATION.
2. **FAX COMPLETED FORM TO:** iiX
201-748-1449

Account Number _____

ADDENDUM TO IIX SUBSCRIPTION AGREEMENT FOR INDIANA MOTOR VEHICLE REPORTS

This Addendum supplements the existing Subscription Agreement between _____ (“Customer”) and Insurance Information Exchange (“iiX”). Customer hereby requests Indiana BMV Records and agrees to follow and be bound by the following terms and conditions:

Definitions- For purposes of this addendum, the following definition applies:

“**BMV Record**” has the meaning set forth in Ind. Code § 9-14-3.5-4. This Agreement is intended to regulate BMV Records where Personal Information is requested as part of the disclosure. If Customer requests a BMV Record without Personal Information, this Agreement shall not be construed so as to violate Indiana’s Access to Public Records Act, Ind. Code § 5-14-3.

Additions- Treatment of BMV Records: The following is added to the Subscription Agreement as regards Indiana Driver License Records:

- I. Customer warrants and represents that it is satisfied that it has sufficient personnel access security procedures and sufficient system and data security procedures to adequately protect BMV Records containing Personal Information from unauthorized access and/or disclosure.
- II. Customer will permanently destroy all BMV Records obtained pursuant to this Agreement once the information contained in those BMV Records has been put to its intended use. As required by Ind. Code § 24-4.9-3-3.5 (c), Customer shall not dispose of records or documents containing unencrypted and un-redacted personal information of Indiana residents without shredding, incinerating, mutilating, erasing, or otherwise rendering the personal information illegible or unusable. Such destruction shall be verified to the State upon request.
- III. Customer’s systems and data security procedures shall be fully adequate to protect the BMV Records containing Personal Information from unauthorized access and/or disclosure.
- IV. Customer will not disseminate BMV records containing Personal Information except within the Customer’s organization (or to the employer if one of the Customers is an employment screening entity) and only by a secure means.
- V. Customer shall agree to indemnify iiX from all losses damages, judgments, liabilities, costs and expenses (including, but not limited to cost of notice), that arise out of the Customer’s misuse, misappropriation, or any other act or omission with respect to laws restricting access to and/or disclosure of BMV Records containing Personal Information. The State shall be an intended beneficiary of this indemnity obligation.
- VI. ALL WARRANTIES, INCLUDING THE ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE STATE OF INDIANA, ITS AGENCIES AND POLITICAL SUBDIVISIONS, AND INDIANA INTERACTIVE, LLC SHALL NOT BE LIABLE FOR ANY ERRORS IN, OR OMISSIONS FROM, INFORMATION OBTAINED PURSUANT TO THIS AGREEMENT, NOR SHALL THEY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE BMV RECORDS PROVIDED HEREUNDER.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement. Customer certifies that it has read, understands, and agrees to the terms and conditions described in this Addendum.

_____ Date _____
Customer Signature

Print Customer Name