



October 2, 2009

To: Insurance Information Exchange (iiX) Customer

Re: NEW MEXICO MOTOR VEHICLE REPORTS (MVRs)

The State of New Mexico 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 a New Mexico MVR within the last eighteen months. In order to continue receiving MVRs from New Mexico, you will need to complete the following New Mexico **Agreement Addendum**.

The state of New Mexico has also announced that the MVR state record fee will be increasing to \$4.95 effective October 20, 2009.

Please complete and return the Agreement Addendum by **October 31, 2009** to continue your access to New Mexico MVRs. After November 2, 2009, your access to New Mexico 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 on both pages.
- Fill in your company's name on the first blank line provided on page 1.
- Sign and date the form in the fields provided on page 2.
- Only a person who is authorized to execute contracts for your company should complete and sign this form.

- 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 NEW MEXICO DRIVER RECORD INFORMATION.
2. FAX COMPLETED FORM TO: iiX
201-748-1449

iiX Account Number _____

ADDENDUM TO IIX SUBSCRIPTION AGREEMENT FOR NEW MEXICO MOTOR VEHICLE REPORTS

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

Definitions- For purposes of this addendum, the following definitions apply:

“**MVD**” or “**Division**” is the New Mexico Motor Vehicle Division.

“**Driver History Record**” or “**DLR**” is any of class of records compiled and maintained by the MVD pertaining to a driver’s license, a permit, a motor vehicle registration, a motor vehicle title or an identification document issued by the Division.

“**Personal Information**” or “**PI**” is defined in the federal Driver’s Privacy Protection Act (“DPPA”) and Section 66-2-7.1 NMSA 1978, as amended from time to time.

“**Records Containing Personal Information**” or “**RCPI**” are those DLRs in which any data field of Personal Information has not been removed.

“**Records**” are the motor vehicle records or any portion of the records maintained by the MVD as defined under Section 66-2-7.1 NMSA 1978.

“**Vendor**” is an entity that serves as the MVD’s representative for the distribution of Records to Sub-vendors and Customers.

Additions –The following is added to the Subscription Agreement as regards New Mexico Driver License Records:

- I. **Statement of Confidentiality:**
As an employee, officer, staff member, temporary employee or subcontractor of Customer, an individual may have access to New Mexico Motor Vehicle Division official driver history records. The confidentiality of the information contained within these records shall be maintained at all times. Record information shall not be distributed, sold or shared with any third party nor used in any way except as expressly authorized by the State and this agreement.
- II. Customer agrees to destroy the Record (except insofar as the information is incorporated into the permitted use) after its use. Customer shall destroy the RCPI after its permitted use. PI is not retained except as integrated into the intended use indicated by Subscription Agreement. The Customer cannot give, sell, or loan a RCPI they have obtained, or the PI it contains, to any other person or entity for any purpose whatsoever.
- III. Customer agrees to implement reasonable system and data security procedures to protect Records from unauthorized disclosure. Such reasonable procedures may include, but are not limited to, username and password access policies, firewalls, background investigations of employees or any other individuals authorized to access Records, encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.
- IV. Customer agrees to keep and maintain, in accordance with commercially reasonable data archive standards, and state and federal law, for a period of time equal to five years after the date a Record is acquired from iiX, books and records, of all transactions conducted under this Agreement, including financial accounts:
 - a. Documenting disclosure of any Records in or under its possession or control,
 - b. Documenting its systems and operation for handling of and safeguarding from unauthorized Disclosure of Records under this agreement and,
 - c. Customer agrees to make available to Vendor, MVD, or the authorized representative of either of them, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes. Either Vendor or MVD shall have the right, but not the obligation, to conduct any inquiry or audit hereunder at any time.
- V. Customer agrees to indemnify, hold harmless, and release Vendor and the State of New Mexico and their employees, agents, and contractors from and against any and all loss, damages of any kind, injury, liability, court awards, suits and

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201-748-1449

iiX Account Number _____

- VI. proceedings, including costs, expenses and attorneys' fees, arising from the performance of this Agreement or the performance, disclosure, or use of any data contained in any records maintained by MVD by iiX, its officers, agents, volunteers or employees, except insofar (with respect to indemnity, hold harmless and release of the State of New Mexico) as they may result from the actions or inactions of the State of New Mexico, its agencies, employees, contractors or subcontractors; and except insofar (with respect to indemnity, hold harmless and release of Vendor) as they may result from the actions or inactions of Vendor, its parent corporation, its subsidiaries, officers, agents, contractors, subcontractors, or employees.
- VII. Customer shall report to iiX, who shall then report to Vendor, the following occurrences within twenty-four (24) hours of discovery:
 - a. Any known misuse of and/or breach of security or confidentiality involving a Record furnished from iiX to Customer;
 - b. Any litigation, or Notice of Claim, involving the content or handling of a Record furnished from iiX to Customer. Such an occurrence shall be reported by Customer to iiX within three (3) business days of service of process;
 - c. Any non-monetary breach of iiX's written Agreement with the Customer. Such occurrence shall be reported by the Customer to iiX within five (5) business days of discovering such breach.
- VIII. Customer shall be capable of generating, within twenty four (24) hours of a request by Vendor or MVD, a history of its Disclosures over time of any Records obtained under this Agreement.
- IX. Customer shall not use any PI obtained under this agreement for direct mail or email solicitations, advertising, or surveys, nor shall it compile or publish, or permit others to compile or publish, including on the Internet, any portions of the PI furnished to it in a Record.
- X. Customer agrees that it is subject to remedial action by Vendor or MVD or both, in the event of violation of this Agreement. Such remedial action may range from suspension for a fixed period of time from receiving Records, to termination of the privilege of receiving Records and may include liability to Vendor and/or the MVD.
- XI. Customer agrees that no third-party rights are created or acquired by reason of this Agreement.
- XII. Customer acknowledges that the continuing ownership of the original record underlying each copy of a Record remains with MVD.
- XIII. Customer certifies that the information and statements on this request are true and correct, comply with the provisions of the Federal Driver's Privacy Protection Act, the amendment to the Driver's Privacy Protection Act, and Section 66-2-7.1 NMSA 1978, and further understand that the willful, unauthorized disclosure of information obtained from these records for a purpose other than stated on this request, or the sale or other distribution of the information to a person or organization not disclosed in this request may result in penalties imposed under any of these statutes.

This Addendum does not modify, alter, expand or delete any other terms or conditions of the Subscription Agreement.

IN WITNESS WHEREOF, the customer certifies that it has read, understands, and agrees to the terms and conditions described in this Addendum.

Customer Signature

Date _____

Print Customer Name