

INFORMATION SERVICES PROGRAM

COMMERCIAL REQUESTER ACCOUNT ADDENDUM FOR

ADDENDUM TO AGREEMENT NUMBER

DMV USE ONLY

Addendum No.

Date Approved

Expiration Date

This Addendum is to be attached to and form a part of the Commercial Requester Account Agreement (“Agreements”) between the State of California, **Department of Motor Vehicles**, hereinafter referred to as “DMV” and _____, and hereinafter referred to as “Requester” for the purpose of purchasing vehicle registration and driver license information.

A. ADDITIONAL INFORMATION/REQUIREMENTS

1. Requester agrees to defend, indemnify and hold harmless the DMV and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the DMV, its officers, agents or employees by reason of the negligent, improper, or unauthorized use or dissemination by the Requester or its officers, agents, employees, or parties with whom its contracts, of information furnished to the Requester by the DMV or by reason of inaccurate information furnished to the Requester by the DMV, unless the Requester can show that the DMV was originally furnished accurate information from the reporting source.
2. Requester shall be responsible for safeguarding the information received and shall restrict access to this information to its employees, agents or parties with whom it contracts. Requester agrees to be held responsible for any misuse of the information by its employees, agents or parties to whom the information was entrusted.
3. Requester and its designees shall use the DMV information for purposes(s) for which it requests an account and is approved by the DMV. Any other use(s) is strictly prohibited and may subject the Requester and its designees to termination of account as well as civil and criminal penalties.
4. Requester and DMV agree that they shall cooperate and negotiate in good faith in a timely manner any dispute, controversy, or claim arising out of or relating to the Agreements and this Addendum. Requester and DMV further agree to promptly designate one or more authorized representatives with full authority to resolve any such disputes.
5. Prior to suspending or cancelling the requester code and Agreements and/or any Addendum, the Department of Motor Vehicles shall consider the following criteria:
 - (a) The nature, extent, and severity of any breach of security, disclosure of information, or dispute, controversy, or claim arising out of or relating to the Agreements and any Addendum.
 - (b) The needs and responsibilities of the DMV and law enforcement.
 - (c) The privacy interests of the DMV’s customers and their data.
 - (d) The economic impact of the suspension or cancellation.
 - (e) Whether the suspension or cancellation is supported by evidence or findings as a result of an investigation or audit.
 - (f) Whether the suspension or cancellation is commensurate or proportional to the findings and circumstances.
 - (g) Whether the requester can provide a remedy or cure, and the estimated time that the remedy or cure can be implemented or has been implemented.

6. Requester shall pay reasonable costs in connection with any audit(s) to determine if the Requester is in compliance with all the security requirements and to monitor the requester code usage. The Requester shall pay auditing costs within 30 days of the DMV's issuance of the invoice to the Requester. The DMV will perform random audits when needed. Any violations of the Commercial Requester Account Agreements and Addendum discovered during any audit(s) may result in suspension or termination of the Requester's access to the DMV database.
7. If Requester's access to DMV database was suspended or terminated in the event of violation of the Commercial Requester Account's Agreements and Addendum, the Requester shall have an opportunity to establish and perform corrective measures to correct such violations, and prevent future violations. Once the corrective measures are implemented and have satisfied DMV requirements; the suspension will be immediately lifted to restore the Requester's access to DMV database.
8. In the event of any breach of the security of the Requester's system or database containing the personal information of California residents, the Requester shall bear all responsibility for providing notice of the breach of the affected residents as required by California Civil Code Section 1798.82. The Requester shall bear all costs associated with providing this notice, and shall also be responsible for providing identify theft prevention services to the affected California residents. These protections include, but are not limited to, providing credit monitoring services for each affected resident for a minimum of one year following the breach of the security of the system maintained by the Requester. In addition, the Requester agrees to comply with all federal and California state law, including all of the provisions of the California statutes and Title 13 of the California Code of Regulations.
9. DMV agrees to contact Requester promptly and amend this Addendum should the DMV impose one or more less stringent obligations on any other commercial requesters after this Addendum is signed between DMV and Requester. DMV agrees to amend this Addendum to impose fewer obligations on Requester.
10. If there is a conflict between the terms of this Addendum and Agreements, the terms of this Addendum shall govern.
11. Should DMV contact Requester about an incident or investigation, Requester shall investigate. Requester agrees to be held responsible for any misuse of the information by its employees, agents or parties to whom the information was entrusted and to take appropriate corrective actions. If Requester does not take appropriate corrective actions, the DMV shall contact Requester in writing before the Commercial Requester Account is suspended temporarily. Thereafter, the applicable Commercial Requester Account Agreement(s) and Addendum may be terminated by DMV with cause, and is subject to the right of either party to terminate without cause, by giving the other party at least thirty (30) days prior written notice.

B. SIGNATURE AND CERTIFICATION

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.

Executed at: _____ - _____ - _____
City County State

BY: _____ **DATE:** _____
Signature

Print Name: _____ **TITLE:** _____

E. APPROVAL

STATE OF CALIFORNIA
Department of Motor Vehicles

BY: _____ **DATE:** _____

Print Name: _____ **TITLE:** _____